DATE: February 28, 2024
TIME: 12:00 pm
LOCATION: KCSOS City Centre Bldg., Room 1A
1300 17th St.
Bakersfield, CA 93301

Board of Directors Meeting Agenda

I. Call to Order

a. Moment of Silence / Pledge of Allegiance (Please Stand)

b. Reading of the Promise of Community Action (Please Stand)

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.

c. Roll Call

Fred Plane (Chair)	Jimmie Childress	Gina Martinez
Maritza Jimenez (Vice Chair)	Mia Cifuentes	Jonathan Mullings
Ana Vigil (Secretary)	Fatima Echeverria	Yolanda Ochoa
Michelle Jara-Rangel (Treasurer)	Jeff Flores	Guadalupe Perez
Denise Boshers	Curtis Floyd	Lily Pimentel-Stratton

II. Introduction of Guests / Public Forum

The public may address the Board of Directors on items not on the agenda but under the jurisdiction of the Board. 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.

III. 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 January 31, 2024, Board of Directors Meeting *(p. 4-9)***
b. **Minutes from the February 7, 2024 Personnel Committee Meeting *(p. 10-13)***
c. Head Start Personnel Update ***(p. 14-15)***
d. Human Resources analytical Information CY 2023 ***(p. 16-17)***
e. Open Enrollment Update ***(p. 18)***
f. Reclassification of Director of Head Start / State Child Development Job Description ***(p. 19-26)***
g. Reclassification of the Fingerprint Clerk and Introduction of a Second Administrative Technician Position Under the Executive Division ***(p. 27-32)***
h. Reclassification of Warehouse Specialist Job Description ***(p. 33-38)***
i. New Job Description of Cal-AIM Program Coordinator ***(p. 39-44)***
j. **Minutes from the February 14, 2024, Program Review & Evaluation Committee Meeting *(p. 45-48)***

k. Energy Program Presentation ***(p. 49-64)***
l. January 2024 Program Reports ***(p. 65-109)***
m. January 2024 Application Status Report & Funding Profiles ***(p. 110-114)***
n. January 2024 Head Start / State Child Development Division / Program Monthly Activity Report ***(p. 115-116)***
o. **Minutes from the February 21, Budget & Finance Committee Meeting *(p. 117-120)***
p. Head Start / Early Head Start Budget to Actual Reports for December 2023 ***(p. 121-128)***
q. Head Start Expenditure Authorization ***(p. 129-151)***
r. 2024-25 Blanket Purchase Order for Food Bank ***(p. 152)***
s. Mount Vernon Lease ***(p. 153-180)***
t. Board Check Signing Policy ***(p. 181-186)***
u. Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project ***(p. 187-231)***

IV. New Business

a. Property and Casualty Insurance Renewal – ***Action Item (p. 232-237)*** — Emilio Wagner, Chief Facilities & Technology Officer

b. 2024 Head Start Compensation Schedule Revision - ***Action Item (p. 268-271)*** — Jerry Meade, Assistant Director of Head Start: Program

c. Proposed Amendments to the Board & Committee Meeting Schedule for 2024 - ***Action Item (p. 272)*** — Jeremy Tobias, Chief Executive Officer

d. Annual Budget for Fiscal Year 2024/2025 – ***Action Item (p. 273-285)*** — Tracy Webster, Chief Financial Officer

e. December 2023 Financial Statements – ***Action Item (p. 286-353)*** — Tracy Webster, Chief Financial Officer

f. Board Check Signing Policy – ***Info Item (p. 354-355)*** — Tracy Webster, Chief Financial Officer

V. CAPK Foundation Report

a. CAPK Foundation Report – ***Info Item (p. 356-361)*** — Catherine Anspach, Director of Development

VI. Advisory Board Reports

a. Head Start Policy Council Report – ***Action Item (p. 362-367)*** — Fatima Echeverria, PC Representative
   1. February 2024 Policy Council Report
   2. January 23, 2024 Policy Council Minutes

VII. Chief Executive Officer Report

a. City of Shafter funding for the Shafter Youth Center – ***Info Item*** — Jeremy Tobias, Chief Executive Officer

VIII. Board Member Comments

IX. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, March 27, 2024
KCSOS City Centre Bldg., Room 1A
1300 17th St.
Bakersfield, CA 93301

X. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th Street, Bakersfield, CA and online at www.capk.org by 12:00 pm, February 23, 2024. Paula Daoutis, Executive Assistant.

DATE	January 31, 2024
TIME	12:00 pm
LOCATION	KCSOS City Centre, Room 1B 1300 17th St. Bakersfield, CA 93301

Board of Directors Meeting Minutes

I. Call to Order

Chairman Fred Plane called the meeting to order at 12:09 pm KCSOS City Centre Building, Room 1B, located at 1300 17th Street, Bakersfield, CA.

a. Roll Call was taken with a quorum present:

Present: Fred Plane (Chair), Maritza Jimenez (Vice Chair), Ana Vigil (Secretary), Michelle Jara-Rangel (Treasurer), Denise Boshers, Jimmie Childress, Mia Cifuentes, Fatima Echeverria, Jeff Flores, Curtis Floyd, Gina Martinez, Jonathan Mullings, Yolanda Ochoa, Guadalupe Perez

Absent: Lily Pimentel-Stratton

Others present: Jeremy Tobias, Chief Executive Officer; Gabrielle Alexander, Director of Finance; Catherine Anspach, Director of Development; Freddy Hernandez, Director of Youth & Community Services; Susana Magana, Director of Health & Nutrition; Lisa McGranahan, Director of Human Resources; Rebecca Moreno, Director of Housing & Supportive Services; Pritika Ram, Chief Business Development Officer; Emilio Wagner, Chief Facilities & Technology Officer; Tracy Webster, Chief Financial Officer; other CAPK staff and Jay Rosenlieb from KDG and Jonathan Schreter from Bolton attended virtually.

b. Board Seat Appointments – Jeremy Tobias, Chief Executive Officer – ***Action Item***

Jeremy Tobias reported that the following individuals from the Public and Low-Income Sectors were appointed to the Board and requested approval of the appointments:

- Jeff Flores was reappointed as the Kern County Board of Supervisors Representative.
- Fred Plane was appointed as the 22nd U.S. Congressional District Representative
- Fatima Echeverria was appointed as the Head Start Policy Council Representative.

Motion was made and seconded to approve the above appointments. Carried by unanimous vote (Childress/Martinez).

c. Election of Board Officers – Jeremy Tobias, Chief Executive Officer – ***Action Item***

i. Call for Nominations

Jeremy Tobias reported that the existing slate of officers, consisting of Chair, Fred Plane; Vice Chair, Maritza Jimenez; Secretary, Ana Vigil; and Treasurer, Michelle Jara-Rangel had expressed interest in serving another term, but offered the Board an opportunity to or nominate others to fill the officer positions.

Additional nominations were made for the positions of Vice-Chair (Gina Martinez) and Secretary (Yolanda Ochoa). After a vote by the Board, the existing slate of officers was approved as the 2024 Board officer positions.

Motion was made and seconded to accept the election results for Board Officers for 2024. Carried by unanimous vote (Perez/Boshers).

Jeremy Tobias congratulated the 2024 Board Officers and informed the Board that the Board Chair has completed the preliminary Committee Assignments and meeting invitations will go out before the end of the week.

II. Introduction of Guests / Public Forum

No one addressed the Board.

III. Special Presentation

a. LeTisha Brooks, Center Based Administrator, made a special presentation on behalf of Yolanda Gonzales, to recognize the retirement of a valued Head Start staff member, Shirley Park, who served 18 years with the Head Start Division. Shirley came to CAPK Head Start as a Site Supervisor at what is now known as the Harvey Hall Childcare Center and is retiring as an Inclusion Specialist. Shirley addressed the Board and staff and expressed her gratitude for being able to work for Head Start and CAPK for 18 years and said she will miss all.

IV. Consent Agenda

Board Chair Fred Plane asked members of the Board, and the public, if they would like to remove any items from the Consent Agenda for further discussion.

Motion was made and seconded to approve all items on the Consent Agenda. Carried by unanimous vote (Jara-Rangel/Perez).

V. New Business

a. Bolton Insurance Broker: 2024 Revised Budget Projections for Insurance Renewal – Emilio Wagner, Chief Facilities & Technology Officer - ***Info Item***

Emilio Wagner provided a brief summary of the upcoming insurance renewal and reported that CAPK's broker, Bolton, has been working with Philadelphia Insurance to mitigate claims of theft to protect assets and noted that staff have been vigilant to protect our assets in an attempt to get in front of the situation. Emilio introduced Jonathan Schreter from Bolton who provided a more detailed summary of the projected rate increases.

Jonathan first announced that Bolton is changing their name to IMA Financial. Nothing will change except the name and logo. Jonathan emphasized the importance of recognizing that their broker fee is a flat fee. As it stands now, CAPK is looking at an increase of 22% driven by property coverage. Property rates in California continue to rise, and the marketplace is impacting the premiums we pay. Auto is down a bit, thanks to the efforts of CAPK Risk Manager, Laurie Sproule, who continues to mitigate circumstances for losses, and she is constantly looking at ways to manage risk. Jonathan said that the overall balance is rising due to CAPK's growth. With a higher budget, serving more clients, and the new administrative building, all have a significant impact on the premium increases.

Maritza Jiminez questioned the proposed 30% increase for auto insurance allowable in the State of California. Jonathan said that the proposed 30% is a guideline, but the percentage for CAPK from Bolton is a 23% increase instead of the allowable California rate increase. Jonathan will have firm numbers at the next meeting and is hoping to get the percentages down further for the final report. Emilio advised the Board that coverage must be bound by February 28th, following the next meeting, which is why this item is being presented today as an info

item, so the Board has time to digest the preliminary numbers and are ready to take action at the February 28th meeting.

b. Contract Amendment – New Service Line: Kern Health Systems Cal-AM Day Habilitation Services – Rebecca Moreno, Director of Housing & Supportive Services – ***Action Item***

Rebecca Moreno presented the above action item for approval and reported that the Division is expanding and is also expanding the CalAIM program by offering day habilitation services. This new service will include education services, and will offer classes such as financial literacy, healthy food program, and different household and self-sufficiency programs. There is no impact on the budget as existing staff will be utilized.

Michelle Jara-Rangel asked about the day services, and Rebecca confirmed that education services will be the first to be offered, and staff can provide home visits to help the clients maintain their housing, and teach skills on how to navigate to the transportation systems, including medical transportation, and wrapping those services to be successful. Michelle asked if more staff will be required for in-home services. Rebecca said yes, Case Managers will be assigned through Housing Services, which gives the ability to bring clients together to provide education services.

Lupe Perez asked if the services offered will increase the workload for staff. Rebecca said we will leverage existing programs, such as CalFresh, and VITA, so not all of the work will fall directly on Case Managers. The eventual position will be a coordinator position to coordinate services for clients. Similar to what we have at M Street, this program is modeled after services at M Street.

Motion was made and seconded to approve staff's recommendation. Carried by a vote of 13 in favor and 1 abstention by Maritza Jimenez. (Floyd/Jara-Rangel.).

c. Proposed Independent Auditor Fee Increase – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item for approval and reported that this item was presented to the Audit & Pension Committee on January 25th and the Committee unanimously agreed to bring this item to the full Board for additional discussion and consideration. The audit firm has completed 3 years of the 5-year contract, and is requesting additional fees, and Tracy said that staff supports the request. Tracy said that since the time that the RFP was submitted, the agency has become much more complex. The proposed increases have been broken down by audit and referred to the chart on page 2 of the report.

Audit & Committee members Curtis Floyd, Jimmie Childress and Yolanda Ochoa felt uncomfortable recommending approval of this request without going to the full Board for further discussion.

Jimmie Childress said that he has a real problem with accepting bids and then increasing them a few years into the contract. Yolanda Ochoa agreed with Jimmie and said it is a large increase. Curtis Floyd understands the agency has grown a lot and the auditors are doing more work but feels that the RFP should have included the anticipation of growth with an escalation clause. Curtis emphasized he is very happy with the work but feels that DPVB needs to adhere to the original bid that was approved by the Board and does not want to use taxpayer money to increase the amount of previously agreed upon fees. Maritza Jimenez and Lupe Perez agreed.

Tracy Webster emphasized that the agency has grown 91% in the last five years and stated that the RFP did include language that stated if there was a change in circumstances, DPVB could ask for more funding. The language can be interpreted both ways. Curtis Floyd emphasized that CAPK should be careful about allowing that language in the bid.

Jeff Flores said that he is a member of the Audit & Pension Committee but did not attend the recent meeting. He also feels that we should not entertain the request as it sets a precedence of approval for others. At this juncture, he would not recommend approval.

Mia Cifuentes asked what will happen if we do not agree with the proposal. Tracy said the audit team likes working with our agency and it is good for their resume; however, at the same time, the only risk is that the renewal option may come back higher. The local level of expertise for auditing an agency like CAPK is limited. We may be looking at having to contract with an audit firm that is not local and whose costs will be significantly higher. There are only two audit firms in town that have the expertise that can perform the audits that we need done.

Jonathan Mullings said the audit firm has a right to request the increase but does not feel that they would back out. Tracy said an auditor would need to provide a one-year notice, and the transition to a new auditor is very difficult.

Denise Boshers said that when she was provided a copy of the RFP, she noted that the language said the expectation was a "not to exceed" and most contracts do have an escalation fee. Denise further stated that growth is expected, not extraordinary. When the RFP was written, we had 70 programs, we are now at 85. Denise feels the wording in the RFP and the Contract is the problem.

Curtis Floyd thanked Denise for her expertise in this field and her comment that growth is not extraordinary and said that it was important for him to hear that growth is expected.

A motion was made to decline the staff's recommendation and not approve the request for additional fees for the Audit Firm. Carried by unanimous vote (Childress/Perez).

d. November 2023 Financial Statements – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item for approval and provided some of the highlights from her report and noted that more details can be found in the January 24, 2024 minutes of the Budget & Finance Committee meeting.

Fred Plane requested that Tracy include a column to show the adjusted budget amount. The Board cannot recognize the budget adjustments until it is approved and wants staff to show the adjustments, so the Board has comfort knowing that we have not over expended.

Motion was made and seconded to approve the November 2023 Financial Statements. Carried by unanimous vote (Ochoa/Perez).

VI. CAPK Foundation Report

a. CAPK Foundation Report and Minutes from the November 28, 2023 Board of Directors Meeting – Catherine Anspach, Director of Development – ***Action Item***

Catherine Anspach presented the above action item for approval and said the Board met on November 28, 2023 and the Board was informed the Board that Michele Shain was stepping down due to increased work commitments. Tracy Webster provided the financial reports to the Board and Pritika & Tracy presented a snapshot of unrestricted balances which provided insight into what the Foundation is raising funds for. Catherine said the Board also discussed the Foundation's inaugural event, *Gourmet for Good*, and reported that as of this day, sponsorships are up to $79,000. The outreach from both boards has helped to get this event funded.

Catherine also reported that the Head Start Coat Drive was a well-executed event, and the Foundation brought in 3 sponsors for that event, and Shafter Youth Center playground ribbon cutting.

Maritza Jimenez said that her company was able to provide a sponsorship based on the work CAPK does and announced that Kern Health Systems will be the Presenting Sponsor for the *Gourmet for Good* event.

Motion was made and seconded to approve staff's recommendation. Carried by unanimous vote (Floyd/Jara-Rangel).

VII. Advisory Board Reports

a. Head Start Policy Council Report – Fatima Echeverry, Policy Council Representative – ***Action Item***

Fatima Echeverry presented the above action item for approval and reported that the last meeting included the Policy Council's foundational structure and the members voted to serve on required committees.

Michelle Jara-Rangel requested the font be changed for the Policy Council Minutes.

Motion was made and seconded to approve the January 2024 Policy Council report and all items. Carried by unanimous vote (Vigil/Floyd).

VIII. Chief Executive Officer Report

a. CEO Report for January 2024 – Jeremy Tobias, Chief Executive Officer – ***Info Item***

1. Jeremy Tobias provided an update on the upcoming Staff Development Day, scheduled for Thursday, April 25, 2024, and said plans are underway with a committee working on logistics. Jeremy encouraged the Board Members to mark their calendars and plan to attend and we would like the Board to play an active role in the planned activities. This will be the first event since 2019 and most all employees will participate, including some from San Joaquin County and staff from the WIC and MCAP outlying offices. Jeremy reported that Denise Harlow, the Executive Director from the National CAP is attending, and will be the Keynote Speaker at the event. Jeremy is also planning to have Denise participate in a roundtable with other California CAP agencies the day prior. If that works out, we will likely need to adjust the date of the April Board Meeting to Tuesday, April 23rd. This will be a great event and the estimated cost is $100 per employee, which will cover all costs.

   Maritza Jimenez asked if employees are paid to attend. Jeremy said yes, all qualified employees attending will be paid, as it is considered a staff development and training activity and be held during regular work hours.

   Jeremy also discussed the Board Standing Committees and said that a volunteer is needed to serve as the Board's representative to the Head Start Policy Council. Michelle Jara-Rangel volunteered.

   Curtis Floyd suggested we think about a way to incorporate a fundraising event surrounding Denise Harlow's visit. All funds could be directed to the Foundation. Curtis feels many business executives in Bakersfield would pay to hear more about CAP National and the importance of CAP Agencies nationwide. Jeremy said that is a good idea and will solicit feedback from his executive staff to see what can be done to maximize Denise's visit.

   Jeremy also reported that in the coming weeks, Paula Daoutis will be providing a list of the upcoming conferences in 2024 to the Board.

IX. Board Member Comments

- Maritza gave a shout out to the Marketing team for sending emails to the Board and keeping them informed of upcoming events.
- Yolanda Ochoa asked why some of the committees have 4 members instead of 5. Jeremy explained that it is a difficult task to assign members to committees because some members are required to be on certain committees because of their roles as Officers, and all committees are required to have at least one representative from each of the three sectors. There are no numerical requirements for the size of the committees, but in general we strive for 4 or 5 members. Also, each member has individual scheduling conflicts and other issues when considering Board assignments. It is often a difficult balancing act.

X. Closed Session

Motion was made and seconded to enter into closed session at 1:24 pm. Carried by unanimous vote (Floyd/Childress).

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

b. Conference with Legal Counsel – Existing Litigation (Paragraph (1) of Subdivision (d) of Section 54956.9) Regina Renee Blackwell v. Community Action Partnership of Kern, et al. Kern County Superior Court Case No. BCV-20-103035

c. Reconvene into Open Session

Motion was made and seconded to re-enter into open session at 2:27 pm. Carried by unanimous vote (Flores/Mullings).

XI. Closed Session Report

a. Jeremy Tobias reported that the Board completed the annual performance evaluation of the Chief Executive Officer and unanimously voted to provide a 5% merit-based increase in salary to the CEO, effective January 31, 2024.

b. The Board heard an update from legal counsel and provided direction to staff and legal counsel.

XII. Next Scheduled Meeting

Board of Directors Meeting
12:00 pm
Wednesday, February 28, 2024
KCSOS City Centre, Room 1A
1300 17th St.
Bakersfield, CA 93301

XIII. Adjournment

The meeting was adjourned at 2:28 pm.

DATE:	February 7, 2024
TIME:	12:00 pm
LOCATION:	CAPK Administrative Office Executive Conference Room 1300 18th Street, 3rd Floor Bakersfield, CA 93301

Personnel Committee Minutes

1. **Call to Order**

   Committee Chair Maritza Jimenez called the meeting to order at 12:02 PM at the Community Action Partnership of Kern administrative office, located at 1300 18th Street, 3rd Floor, Bakersfield, CA.

2. **Roll Call**

   Roll Call was taken with a quorum present.

   Present: Maritza Jimenez (Chair), Guadalupe Perez, and Lily Pimentel-Stratton

   Absent: Jonathan Mullings

   Others present: Jeremy Tobias, Chief Executive Officer; Louis Gill, Chief Program Officer; Pritika Ram, Chief Business Development Officer; Tracy Webster, Chief Financial Officer; Lisa McGranahan, Director of Human Resources; Yolanda Gonzales, Director of Head Start; Susana Magana, Director of Health and Nutrition; Rebecca Moreno, Director of Housing and Supportive Services; Freddy Hernandez, Director of Youth & Community Services; and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **New Business**

   a. Head Start Personnel Update – Jerry Meade, Assistant Director of Head Start, Program – ***Info Item***

      Robert Espinoza delivered an updated Enrollment Staffing Data report as of January 10, 2024 and said there are ongoing recruitment endeavors to fill vacant positions. There are also efforts to retain staff by promoting retention incentives as well as incentives to recruit new staff. Robert also provided a copy of the Enrollment Staffing Data Sheet that includes information about staff vacancies and closed classrooms, as well as classrooms open as of January 30, 2024.

      Lupe Perez said that she likes the promotional activities.

   b. Human Resources Analytical Information CY 2023 – Lisa McGranahan, Director of Human Resources – ***Info Item***

Lisa McGranahan presented the above info item as requested by the committee to demonstrate the agency's employee retention rates. The data presented is from January 2020 to December 2023. Lisa explained that the high turnover can be attributed to both internal and external factors. The overall turnover rate for the agency was 22.31% for calendar year 2023 and involuntary turnover accounted for 2.5% and voluntary turnover was 19.7%. Industry standards are about 9 to 10% per year and staff are hoping that the new benefit options and incentives will assist in lowering turnover rates in the coming year.

Lisa shared that the new medical plan is popular with the staff but are still hearing that lack of affordable daycare is an issue for many of our employees. Management staff continues to look at the ancillary benefits in 2024.

Lily Pimentel-Stratton asked if there are there any incentive programs or provisions with a certain number of HS/EHS slots set aside for employees? Lisa responded that there was a conversation last year about how to set the pricing to allow enough budgetary flexibility at a rate that staff can afford. We don't have it today, but it's something we've looked at. Jeremy Tobias said that as we continue to assess employee benefits, childcare is considered an item of importance that we will be analyzing.

Maritza Jimenez asked if we offer dependent care FSA. Lisa confirmed that it is offered but we do not have a high enrollment rate. Maritza requested a status update in 6 months.

c. Open Enrollment Update – Lisa McGranahan, Director of Human Resources - ***Info Item***

Lisa McGranahan presented the above info item and reported that the HR team facilitated the engagement of 882 benefit-eligible employees during the Open Enrollment period in November 2023. Lisa reported that for the 2024 benefit plan year, 500 employees enrolled in a medical plan, which is the highest it has been since 2021. There was a total of 382 employees that declined medial coverage due to a variety of reasons as the data shows in the memo.

Jeremy Tobias added that staff are also working to expand coverage options in Ridgecrest as there are very limited services available. There are changes occurring at the community hospital which may be affecting coverage. Staff will provide an update in March.

d. Reclassification of Director of Head Start/State Child Development Job Description – Louis Gill, Chief Program Officer – ***Action Item***

Louis Gill presented the above action item for approval and noted that the magnitude of responsibilities associated with this role warrants a reclassification from grade 14 to grade 15. Louis also stated that the wages in these grades overlap, and there is no fiscal impact on the budget.

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

e. Reclassification of the Fingerprint Clerk and Introduction of a Second Administrative Technician Position under the Executive Division – Jeremy T. Tobias, Chief Executive Officer – ***Action Item***

Jeremy Tobias presented the above action item for approval and explained the reasoning for the reclassification of the Fingerprint Clerk and the additional position of a second Administrative Technician, with both positions reporting to the Executive Division effective March 4, 2024, if approved. Jeremy reported that the positions were budgeted for in the 2024/2025 annual budget. Essentially, this allows for the transfer of the main reception desk duties to be transferred from the Human Resources Division to the Executive Division.

Maritza Jimenez asked the reasoning for changing job titles. Jeremy explained that currently, the reception oversight rests with the Human Resources Division, so they utilized a job description that offered flexibility for other HR duties (i.e. Fingerprint Clerk). With the move to 18th Street, and the larger number of divisions and programs, there is the need for two reception positions who will share the responsibility to service staff and clients at the main reception desk that will be located on the 2nd Floor. With additional staff moving to the building there will be increased traffic, mail and deliveries, so there was a need to add a second person. The positions will be supervised by Paula, who will be assigning administrative tasks to support not only the Executive Division, but other Divisions that may be in need of additional clerical support. The enhanced job responsibilities offer an opportunity for the staff in those roles to increase their experience and provide an opportunity of advancement within the agency.

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

f. Reclassification of Warehouse Specialist Job Description – Kelly Lowery, Food Bank Administrator – ***Action Item***

Kelly Lowery presented the above action item and requested approval to reclassify the current Warehouse Specialist positions from a grade 3 to a grade 5. Kelly noted that the adjustment will not result in a budgetary impact as there is overlap in the wage structure, and the position is currently budgeted to accommodate regular merit and cost-of-living adjustments.

Lupe Perez asked how many Warehouse Specialist positions are currently employed. Kelly responded there are 6 full-time employees and 1 part-time driver.

Martiza Jimenez asked if the position requires staff to work on the weekends. Kelly said that every Saturday, there is one Warehouse Specialist working a half-day schedule but there is a rotation schedule, so the same person is not working every weekend. There have been talks about amending the hours of operation, but that would be part of a much larger strategic discussion.

Martiza asked if there are staff available to deliver to the South Kern area on Saturdays. Kelly said that the staff does not provide deliveries on Saturdays, but many of our partners distribute on Saturdays, and that we need to identify the right agency partner to distribute the food to that area on specific days.

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

g. New Job Description of Cal-AIM Program Coordinator – Rebecca Moreno, Director of Housing & Supportive Services – ***Action Item***

Rebecca Moreno presented the above action item and requested approval of a new job description for a Cal-AIM Coordinator. Rebecca offered an in-depth overview of the position and how the position will coordinate with our internal and external agency partners.

Maritza Jimenez asked if the new position will be a full-time or temporary position. Rebecca responded that it will be a full-time position and the revenue will be built within the budget to be sustainable.

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

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

Maritza Jimenez welcomed Lily as a new member of the Personnel Committee.

6. <u>Next Scheduled Meeting</u>

Personnel Committee
12:00 pm
March 6, 2024
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

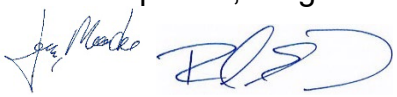
7. <u>Adjournment</u>

The meeting was adjourned at 12:47 PM.

MEMORANDUM

To: Personnel Committee

From: Jerry Meade, Assistant Director of Head Start, Program
Robert Espinosa, Program Design and Management Administrator



Date: February 7, 2024

Subject: *Agenda Item 4(a):* Head Start Personnel Update – **Info Item**

The Head Start and State Child Development Division remains dedicated to providing regular updates on personnel challenges impacting the Head Start program.

For the month of January 2024, the following information is presented to the Personnel Committee:

- 594 staff currently employed.
- 107 vacant positions.
- Onboarding of nine (9) new staff members.
- Ten (10) resignations.
- Conducted 13 days of interviews for ten (10) open requisitions.

Job postings continue to be listed on the Head Start California website, and ongoing recruitment endeavors persist for our direct service roles. We are actively promoting recruitment incentives to attract qualified personnel. Additionally, efforts to retain staff include the promotion of retention incentives, addressed during New Hire Orientation and through our mentorship program, to ensure awareness of incentive requirements and encourage continued employment with the organization.

Attached is a document outlining closed classrooms and staff vacancies for both closed and open classrooms as of January 30, 2024.

Attachment:
Enrollment Staffing Data Sheet

Enrollment Staffing Data Sheet

Site	Funded	Reportable Enrollment	% Enrolled	Budgeted Staffed	Currently Staffed	Staff Vacancies	% Staffed
Alberta Dillard (PY)	40	37	93%	9	8	1	89%
Alicante	20	19	95%	5	5	0	100%
Angela Martinez EHS	24	23	96%	9	6	3	67%
Angela Martinez HS	60	57	95%	19	11	8	58%
Bakersfield College	32	22	69%				
Blanton	16	15	94%				
Broadway (PY)	40	40	100%	9	9	0	100%
California City (PY)	20	20	100%	4	4	0	100%
California Street	24	22	92%	14	14	0	100%
Cleo Foran EHS	8	7	88%	3	3	0	100%
Cleo Foran HS	15	14	93%	6	5	1	83%
Delano (PY)	76	64	84%	19	17	2	89%
E. Cal	40	33	83%	13	12	1	92%
E. Cal EHS	12	12	100%	6	3	3	50%
Escuelita Hernandez	16	16	100%				
Fairfax (PY)	39	32	82%	9	6	3	67%
Garden Pathways	11	11	100%				
Gianone	16	0	0%	8	2	6	25%
Harvey L. Hall EHS	60	41	68%	24	18	6	75%
Harvey L. Hall	80	38	48%	25	19	6	76%
Heritage (PY)	20	20	100%	4	4	0	100%
Kennedy	16	13	81%	9	8	1	89%
Lamont (PY)	20	20	100%	4	4	0	100%
Lathrop	24	16	67%	14	12	2	86%
Lodi	24	16	67%	13	11	2	85%
M. Massei	16	0	0%	9	7	2	78%
MJM EHS	16	0	0%	6	4	2	67%
MJM HS	55	0	0%	14	9	5	64%
McFarland (PY)	20	12	60%	5	5	0	100%
Mojave (PY)	20	18	90%	4	4	0	100%
Oasis EHS (PY)	8	2	25%	3	1	2	33%
Oasis (PY)	37	20	54%	11	9	2	82%
Pete Parra EHS	48	24	50%	18	10	8	56%
Pete Parra HS	80	52	65%	23	17	6	74%
Primeros Pasos EHS	16	13	81%	6	6	0	100%
Primeros Pasos HS	60	32	53%	15	11	4	73%
Rosamond (PY)	60	40	67%	16	13	3	81%
San Diego EHS	32	22	69%	17	16	1	94%
Seibert (PY)	20	20	100%	4	4	0	100%
Shafter EHS	24	21	88%	12	10	2	83%
Shafter	20	17	85%	5	5	0	100%
St. Mary's	24	23	96%	13	13	0	100%
Stockdale HS	60	0	0%	17	1	16	6%
Sterling EHS	64	39	61%	26	20	6	77%
Sterling HS	60	56	93%	18	16	2	89%
Sunrise Villa (PY)	20	20	100%	5	5	0	100%
Taft (PY)	60	53	88%	14	14	0	100%
Taft College	42	18	43%				
Tehachapi (PY)	34	29	85%	4	4	0	100%
Vineland (PY)	20	11	55%	5	4	1	80%
Virginia (PY)	20	20	100%	4	4	0	100%
Wesley (PY)	60	36	60%	11	10	1	91%
Willow (PY)	40	40	100%	9	9	0	100%
Home Base Kern 152	152	109	72%	14	14	0	100%
SJC EHS HB 130	142	100	70%	12	10	2	83%
Total	**2083**	**1455**	**70%**	**546**	**436**	**110**	**80%**

Funded Enrollment	2083	1455 70%

Active Enrollment	1682	1455 87%

Closed Classrooms	Funded Enrollment	Staff Vacancies
Bakersfield College ~ 32		
Class 1	8	0
Gianone ~ 16		
Class 1	8	3
Class 2	8	3
Harvey Hall EHS ~ 60		
Class 7	8	2
Class 8	8	3
Harvey Hall HS ~ 80		
Class C-FD	20	3
Class D-FD	20	3
*MJM EHS ~ 16		
Class 1	8	3
Class 2	8	3
MJM HS ~ 55		
*Class A- FD	20	3
Class B- FD	17	2
Class C- FD	15	2
Oasis EHS ~ 8		
Class 1 (HB)	5	2
Oasis HS ~ 37		
Class B-SS	17	3
Class C- SS	20	2
Pete Parra EHS ~ 48		
Class 5	20	2
Class 6	20	2
Pete Parra HS ~ 80		
Class D-FD	20	3
Prim. Pasos HS ~ 60		
Class C- FD	20	3
Rosamond ~ 60		
Class A-PD	20	2
Shafter EHS ~ 24		
Class 2	4	0
Stockdale HS ~ 60		
Class A-PD	15	2
Class B-PD	15	3
Class C-PD	15	3
Class D-PD	15	3
Sterling EHS ~ 64		
Class 7	8	1
Class 8	8	3
Taft College ~ 60		
Class 5	8	0
SJC EHS HB ~ 130		
Lathrop 3	11	1
Stockton 6	12	1

Classrooms Closed	Total Slots	Staff Vac.
31	**401**	**66**

	Slots	Staff Vac.
Closed Enrollment	**19%**	**60.00%**
Open Enrollment	**81%**	**40.00%**

* MJM slots moved to Angela Martinez and Sterling

Enrollment Data Run Date 1/30/2024 Staffing Data Run Date

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

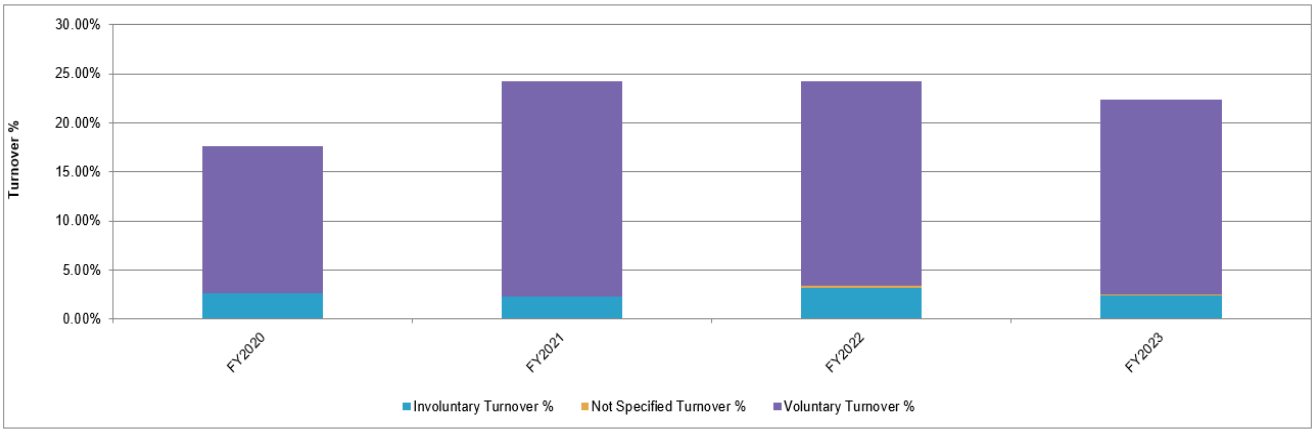
Date: February 7, 2024

Subject: *Agenda Item 4(b):* Human Resources Analytical Information CY 2023 – **Info Item**

The Board of Directors has requested information regarding the agency's employee retention rates. Consequently, we have compiled data for the period spanning January through December 2023.

High turnover can be attributed to various internal and external factors. A misalignment between compensation and industry standards, or insufficient benefits, can lead to dissatisfaction and higher turnover. External factors like changes in family circumstances, or personal priorities can influence an employee's decision to leave.

The overall turnover rate for the agency was 22.31% for calendar year 2023. Involuntary turnover amounted to 2.50% and voluntary turnover amounted to 19.70%.



Year	Involuntary Rate	Voluntary Rate	Total Turnover Rate
2020	2.74%	14.81%	17.56%
2021	2.41%	21.78%	24.18%
2022	3.25%	20.70%	24.17%
2023	2.50%	19.70%	22.31%

The primary factors consistently cited for ongoing turnover include compensation, benefits, limited growth prospects, relocation, and a lack of childcare support. To tackle these challenges, a holistic strategy is necessary, encompassing strategic HR initiatives and a dedicated effort to foster a positive workplace culture. This rationale underscores the establishment of the Benefits Ad Hoc Committee, aimed at scrutinizing the factors influencing turnover.

We have made significant strides in enhancing our employee benefits package, reflecting our commitment to fostering a supportive workplace environment. Our recent successful initiatives included a comprehensive pay equity analysis across multiple departments to ensure fair compensation. Furthermore, we have revamped our medical plans to provide better coverage and support for our employees' healthcare needs. Additionally, we introduced a retention incentive program designed to recognize and reward the dedication and loyalty of our valued team members. These initiatives collectively underscore our focus on employee retention and recruitment, as we strive to attract top talent and cultivate a thriving workforce dedicated to our shared success.

MEMORANDUM

To: Personnel Committee

From: Lisa McGranahan, Director of Human Resources

Date: February 7, 2023

Subject: *Agenda Item 4(c)*: Open Enrollment Update – **Info Item**

Executive Summary

The Human Resources team effectively facilitated the engagement of 882 benefit-eligible employees, offering them the opportunity to explore and choose their benefit options during the Open Enrollment period in November 2023. This year, we introduced a comprehensive new medical plan featuring additional cost-effective options and tier structures.

	2021	2022	2023	2024
Benefit-Eligible Employees	875	853	858	882
EE Medical Plan Enrollment	517	499	461	500

A total of 382 employees declined medical coverage, a reduction of 15 from 2023. A summary of the reasons for declining are as follows:

Reason	Total	Percentage
I am choosing to not enroll in any medical coverage	40	10%
I am participating in a state exchange plan or Medi-Cal plan	115	30%
I am participating in my parent's medical plan	17	4%
I am participating in my spouse's medical plan	86	23%
I am participating in Medicare or other retirement coverage	28	7%
Did not answer/unknown	96	25%
TOTAL	**382**	**100%**

MEMORANDUM

To: Personnel Committee

From: Louis Gill, Chief Program Officer

Date: February 7, 2024

Subject: *Agenda Item 4(d)*: Reclassification of Director of Head Start/State Child Development Job Description – **Action Item**

The Head Start/State Child Development Division stands as the cornerstone program within Community Action Partnership of Kern, representing our largest service area with a budget of $54.5 million. Governed by intricate Federal and State regulations, this division encompasses much of our workforce, totaling 637 employees. The Director of Head Start/State Child Development position demands an individual with extensive experience and expertise to adeptly navigate contractual obligations and ensure the welfare of the children under our care.

Summary of Proposed Changes

Following a thorough assessment of CAPK's Head Start/State Child Development operations and consultations with the CEO and the Director of Human Resources, it was collectively determined that the breadth and magnitude of responsibilities associated with this role warranted a reclassification from grade 14 to grade 15.

Below is a description of the proposed position changes and fiscal sustainability:

Position Title	Proposed Changes	Current Grade	New Grade
Director of Head Start/State Child Development	Reclassified from grade 14 to grade 15.	14 Min: $48.72 Mid: $60.91 Max: $73.10	15 Min: $56.04 Mid: $70.04 Max: $84.06

Fiscal Impact and Timeframe

The reclassification of the above-mentioned position would result in no fiscal impact on the budget since there are no changes to the rate of pay, but rather the grade changes will allow for growth opportunities. The funds available have been budgeted and will not require budget amendments.

Strategic Plan Impact

As part of the 2021-25 Strategic Plan, specifically under 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*, and as part of following objectives, the proposal supports senior staff development, continued growth, and retention:

Recommendation:

Staff recommends the Personnel Committee approve the reclassification of the Director of Head Start/State Child Development.

Attachments:
Director of Head Start/State Child Development Job Description
Head Start Leadership Organizational Chart

Director of Head Start/State Child Development

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 15 **FLSA Status:** Exempt **Date Approved:** 03/25/2020

SUMMARY:
Under the general direction of the Chief Program Officer (CPO), the Director of Head Start/State Child Development plans, organizes, controls, and directs the operation, management, and administration of Head Start, Early Head Start, Early Head Start San Joaquin, Early Head Start Childcare Partnerships, Home Visiting Initiative (Cal Works), state programs, and collaborates with the Director of Health and Nutrition on Central Kitchen operations. The Director develops, monitors, implements, and evaluates programs policies and procedures, develops, administers, and monitors program budgets, assures Head Start and Early Head Start comply with and implement state, local, and federal regulations, and supervises and evaluates the performance of assigned personnel. The Director ensures adherence and is subject to applicable federal and state laws, policies, and regulations as determined by the Board of Directors and Policy Council (including leadership and technical expertise for program staff, assisting with the interpretation and implementation of all aspects of Head Start/Early Head Start Performance Standards, federal and state regulations, funding source requirements, and policies/practices).

SUPERVISION RECEIVED:
Receives supervision from the Chief Program Officer.

SUPERVISION EXERCISED:
Assistant Director of Head Start/State Child Development-Program, Assistant Director of Head Start-San Joaquin, Head Start Education Manager, Center Based Administrator, Quality Assurance Administrator, and Administrative 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 accommodation may be made to enable individuals with disabilities to perform essential functions.

Essential Job Specific Duties:

- Program Planning and Operational Management
  - Oversees a management system that ensures proper planning and efficient operation of program design for the effective delivery of services:
  - Ensures all required assessments are completed per grant regulations e.g., community needs assessment and school readiness.
  - Supervises design of each program option and ensures options are acceptable and approved by the Administration for Children and Families and other applicable regulations and organizations.
  - Develops written procedures for program planning, which includes a process for the formulation of program service objectives, a budget, and work plan based on identified 5-year program goals.
  - Develops and prepares annual preliminary program budgets, analyzes and reviews

budgetary and financial data, controls and authorizes expenditures in accordance with established limitations, monitors fiscal systems to assure and sustain program alignment, administers grants, and develops and negotiates service contracts with subscribing educational systems, partnerships, and consultants.

- Directs and evaluates the performance of assigned staff, interviews, and selects employees and recommends transfers, reassignments, terminations, and disciplinary actions, determines the need for, monitors, and evaluates staff development programs, and provides information to staff regarding professional development activities.
- Communicates with other administrators, personnel, and outside organizations to coordinate activities and programs, resolve issues and conflicts, and exchange information, visits classrooms, local agencies, and other Head Start agencies to exchange information and provide guidance.
- Establishes and maintains partnerships with agencies/resources in the community as they relate to program goals and objectives.
- Ensures program 5-year goals and School Readiness goals are updated and in compliance with regulations.
- Provides systematic monitoring and support of programs consistent with Performance Standards, policies and procedures, and applicable regulations.
- Maintains an internal communication system that includes an internal reporting record, and distribution of needed information to and from staff, parents, Policy Council, and the Community Action Partnership of Kern Board of Directors.
- Ensures annual self-assessment and process for program and management improvement plans are conducted with the Policy Council.
- Directs public relations and community interface activities.
- Advocates for Programmatic needs at the County, State and Federal level.

- Personnel Management
  - Oversees the identification of work to be done as related to the Performance Standards, administrative requirements, and other Head Start policies to identify what duties and responsibilities need to be performed by staff in conjunction with the Agency's Human Resources Department, including evaluation of work performance, administrative support and human resources management:
  - Provides leadership in establishing and maintaining quality work standards throughout the Division.
  - Ensures that staff positions meet or exceed State of California Department of Education, Head Start, and/or Community Care Licensing staffing requirements.
  - Ensures that the division of labor is shared among staff and positions are sufficiently organized and defined for staff to fulfill work requirements.
  - Ensures that staff assignments have been made to the proper positions based on meeting the minimum requirements.
  - Works with the Human Resources Department to implement timely recruitment and selection process to ensure consistency with the budget plan, performance evaluations, coaching, and counseling in accordance with applicable federal and state laws and regulations.
  - Oversees the implementation of the performance evaluation system for all program staff within the Head Start/State Child Development Services Division on an annual basis, in accordance with applicable policies and procedures.

- Makes recommendation to the Chief Program Officer regarding hiring and terminations in accordance with Agency policy, applicable laws/regulations, and Appendix A, Governance and Management Responsibilities.
- Responsible for the development and implementation of training plans for staff, Policy Council, parents, volunteers, and others involved in the operation of the Head Start, Early Head Start, Early Head Start San Joaquin, Early Head Start Childcare Partnership, Home Visiting Initiative and State of California Department of Education programs.

- Financial Management:
  - In conjunction with the CPO and CFO, oversees the grantee's responsibility in conducting the financial affairs of the Division, including Head Start, Early Head Start, and Fatherhood.
  - In conjunction with the Agency's CFO and the Fiscal Administrator, develops and maintains an effective system of financial management that controls funds within the program and meets all necessary financial management requirements and applicable regulations.
  - Oversees the development and preparation of the basic grant refunding application and any supplemental applications as required by contracts.
  - Manages funds to achieve the maximum benefit from a limited number of resources.
  - Ensures that timely, accurate financial reports presented in an understandable format are provided to the Policy Council and Board of Directors to ensure adequate information to make decisions necessary to operate successful Child Development programs.

Other Job Specific Duties:

- Attends all meetings, trainings, and conferences as assigned.
- Maintains a safe and functional work environment.
- Works alternative hours as required, including nights and weekends.
- Is proactive in the effort to recruit and enroll families that qualify for Partnership programs.
- Performs 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:

- Principles and practices of administration, budgeting, fiscal oversight, project management, and personnel practices.
- Federal, state, and local programs, laws, and regulations pertaining to the program's operation.
- 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.

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Ability to:

- Work independently while managing competing demands.
- Find solutions for conceptual matters.
- Plan, organize, allocate, and control substantial 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 parents.

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 education, child development, public administration, education administration, or related field with:
  - 24 units ECE/CD, child/human growth and development, child, family and community, or child and family relations, programs, or curriculum.
  - Six (6) units in administration.
  - Six (6) units in adult supervision.
- Minimum five (5) years' senior management level experience in administering a child development program, division or department within a public agency or private non-profit organization.
- Demonstrated ability in project and budget planning.
- Five (5) years of direct experience in managing government funded programs desirable.
- Must have strong supervisory skills.

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.
- Bilingual language fluency (Spanish/English) 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.
- 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 accommodation may be made to enable employees with disabilities to perform the essential duties.

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POSITION TITLE Director of Head Start/State Child Development			
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		

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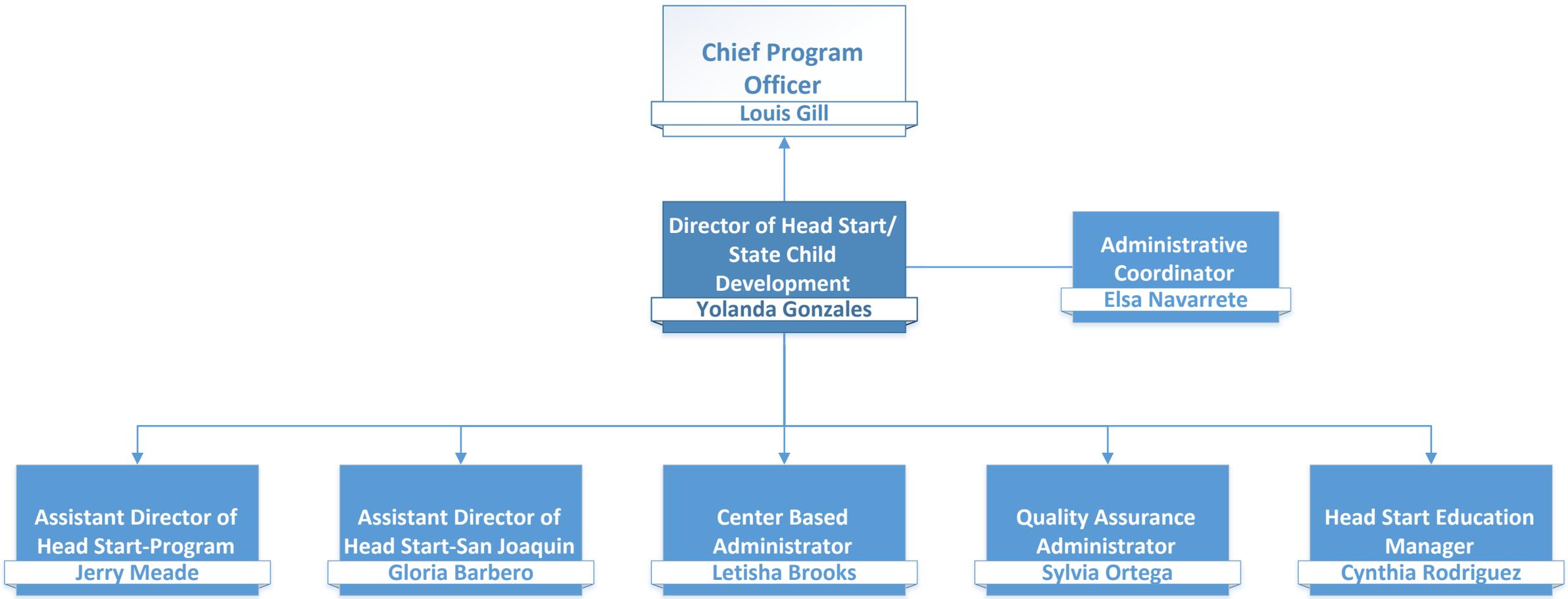
Head Start / State Child Development Division



MEMORANDUM

To: Personnel Committee

From: Jeremy T. Tobias, Chief Executive Officer

Date: February 7, 2024

Subject: *Agenda Item 4(e)*: Reclassification of the Fingerprint Clerk and Introduction of a Second Administrative Technician Position Under the Executive Division – **Action Item**

The Fingerprint Clerk currently serves a dual function, acting as the Receptionist for CAPK's main administrative office while also conducting live scan fingerprints for new employees. This role presently falls under the purview of the Human Resources Division.

With the acquisition of CAPK's new Administrative Office at 1300 18th Street, multiple programs will be accommodated on floors 2 and 3 of the building. Recognizing the increased demands, staff have identified the necessity to introduce a second position and transfer both roles to the Executive Division, with oversight provided by the Executive Assistant. The scope of responsibilities has been broadened to include dual coverage at the reception desk and to offer additional administrative support for the Executive Division, while continuing to meet the ongoing needs of all staff and visitors. Both positions are structured to facilitate professional development, thereby fostering opportunities for future advancement within CAPK.

Summary of Proposed Changes

Below is a description of the proposed position changes and fiscal sustainability:

Position Title	Proposed Changes	Current Grade
Administrative Clerk	Formerly the Fingerprint Clerk. Both position titles are graded at level 5. This position will continue to perform receptionist functions with the opportunity for professional development by adding a wide scope of administrative responsibilities.	5 Min: $16.84 Mid: $19.82 Max: $22.78
Administrative Clerk	This is a new position which was added to provide additional coverage at the reception desk for CAPK's Administrative Office, with the opportunity for professional development by adding a wide scope of administrative responsibilities.	5 Min: $16.84 Mid: $19.82 Max: $22.78

Fiscal Impact and Timeframe

Subject to approval, the proposed positions will begin reporting to the Executive Division starting March 4, 2024, and both roles have been incorporated into the 2024-2025 budget.

The revised and new job descriptions have undergone review and approval by the Human Resources and Finance Divisions, respectively.

Strategic Plan Impact

As part of the 2021-25 Strategic Plan, specifically under 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*, and as part of following objectives, the proposal supports staff development, growth, and retention:

- Objective 4.1: Enhance leadership capacity, effectiveness, and sustainability.
    - 4.1.1 Establish a process of workforce development for succession and knowledge transfer plans and oversee implementation; (a) Analyze department metrics (i.e., length of service, knowledge gaps, areas of interest) to identify the necessary skills sets for each position; (b) Identify or create evidence-based workforce development strategies to address needs of the department, and (c) Incorporate development opportunities as part of the employee review process.
- Objective 4.2: Increase employee engagement, morale, and retention.
    - 4.2.1 Conduct an internal and external equity analysis to evaluate the labor market and fiscal impacts; (b) b) Complete development and consolidation of revised job descriptions.

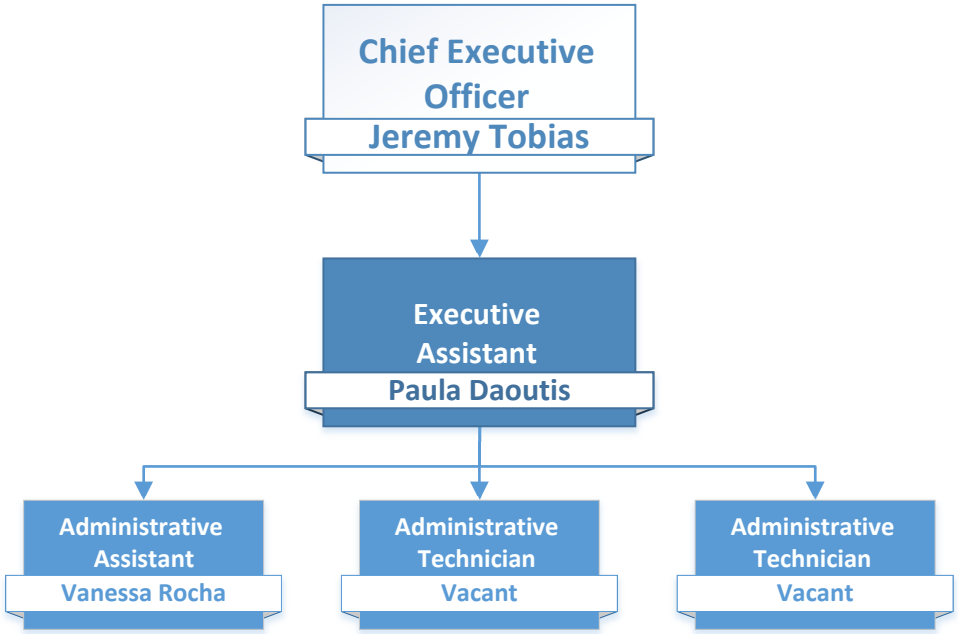
Recommendation:

Staff recommends the Personnel Committee approve the reclassification of the Fingerprint Clerk position to the Administrative Technician position, and the addition of a second Administrative Technician position, both reporting to the Executive Division.

Attachments:

Organizational Chart
Administrative Technician Job Description

Executive Administrative Team



Revised 02-24

Administrative Technician

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 05 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the supervision of the Executive Assistant, the Administrative Technician is responsible for performing a variety of technical and clerical duties including front line customer service, reception, operating multi-line telephone systems, distributing mail, filing documents, pulling case records, and maintaining and buying supplies.

SUPERVISION RECEIVED:
Receives direct supervision from the Executive Assistant.

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 accommodation may be made to enable individuals with disabilities to perform essential functions.

Essential Job Specific Duties:
- Answer multi-line telephone, route calls, and take messages.
- Furnish general information to the public.
- Responsible for keeping front desk area in a clean, organized, and professional manner.
- Responsible for sorting incoming USPS and inter-office mail and ensuring that all mail is placed in correct mail slots for staff pick-up.
- Responsible for posting all outgoing USPS mail using postage machine.
- Responsible for incoming package delivery notification and maintain delivery logs.
- Responsible for visitor sign-in/sign-out and maintain visitor logs.
- Receive Request for Proposals (RFP) bids from outside vendors, date, time stamp, and promptly notify Business Services Department.
- Responsible for maintaining and ordering coffee supplies for 2nd (second) and 3rd (third) floor breakrooms.
- Responsible for maintaining and ordering supplies for copier, facsimile, mail services, FedEx, and postage machine.
- Submit purchase orders and/or check requests as required.
- Enter board volunteer hours in Volunteer Management System.
- Compile accurate and complete monthly reports for copier, facsimile, and postage machine to be submitted to the Accounting Department.
- Assist with bulk mailings, sorting, and special projects on an as needed basis.
- Faxing, photocopying, and form completion as needed.

Other Job Specific Duties:
- Attend meetings, trainings, and professional growth activities.
- Work alternative hours as required, including nights and weekends.

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- Takes initiative to prevent any project delays.
- Perform any other like duties as assigned.
- Other related 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:
- Departmental policies and procedures.
- Modern office procedures and equipment, including computers.
- Intermediate use of Microsoft Word and Excel.
- Word processing and related software applications.
- Basic bookkeeping.

Ability to:
- Work independently.
- Prepare clear and concise reports.
- Exercise sound, independent judgment within general policy guidelines.
- Communicate effectively, verbally and in writing.
- Demonstrate accuracy and attention to detail.
- Operate and use modern office equipment.
- Effectively organize and prioritize assigned work.
- Establish and maintain professional working relationships with staff, agencies, and clients.
- Problem-solve effectively and efficiently.

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.
- Two (2) years of general clerical experience.
- Two (2) years of experience using MS Word and Excel.
- Ability to type 35 wpm and perform data entry.

OTHER REQUIREMENTS:

- Bilingual language fluency (English/Spanish) desirable.
- Must be fingerprinted and pass pre-employment background check.
- 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.

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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 accommodation may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Administrative Technician			
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		

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MEMORANDUM

To: Personnel Committee

From: Kelly Lowery, Food Bank Administrator

Date: February 7, 2024

Subject: *Agenda Item 4(f)*: Reclassification of Warehouse Specialist Job Description – **Action Item**

Following the expansion of the CAPK Food Bank warehouse in Fall 2023, our staff has conducted a thorough assessment of the modifications to processes, procedures, structure, and the workload of our Operations team. Subsequently, adjustments have been implemented in the job description to accurately mirror the present structure and workload of our Warehouse Specialists.

Summary of Proposed Changes

Following a thorough assessment of the role and responsibilities, it was determined that the breadth and magnitude of responsibilities associated with this role warranted a reclassification from grade 3 to grade 5.

Position Title	Proposed Changes	Current Grade	New Grade
Warehouse Specialist	Reclassified from grade 3 to grade 5.	3 Min: $15.50 Mid: $17.15 Max: $19.74	5 Min: $16.84 Mid: $19.82 Max: $22.78

Fiscal Impact and Timeframe

Due to the grade overlap, this adjustment will not result in an immediate budgetary impact. The position is currently budgeted to accommodate regular merit and cost-of-living adjustments.

Strategic Plan Impact

As part of the 2021-25 Strategic Plan, specifically under 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*, this proposal supports staff development, growth, and retention by matching the job description to current operational realities creating a pathway for accurate compensation.

Recommendation:
Staff recommends the Personnel Committee approve the updated Food Bank Warehouse Specialist job description.

Attachments:
Warehouse Specialist Food Bank Job Description

Food Bank Warehouse 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: Grade 05 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the direction of the Operations Supervisor, the Warehouse Specialist is responsible for food pick-up and delivery to distribution sites, conducting and maintaining inventory control for the Food Bank, and the operation and maintenance of refrigerators, freezer, forklifts, vehicles, and other equipment.

SUPERVISION RECEIVED:
Receives supervision from the Operations Supervisor and Warehouse Coordinator.

SUPERVISION EXERCISED:
Volunteers.

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 accommodation may be made to enable individuals with disabilities to perform essential functions.

Essential Job Specific Duties:

- Deliver and pick up commodities, donated and purchased foods/produce, and emergency food boxes to and from the Food Bank.
- Maintain vehicles in good operating condition, including their cleanliness and safety.
- Notify the Warehouse Coordinator of vehicles and equipment in need of repairs.
- Receive, inspect, and organize incoming shipments, ensure proper documentation and receiving process, labeling, and storage.
- Accept deliveries, verify the accuracy of deliveries, and verify completed documentation.
- Accurately identify products for storage and distribution.
- Rotate food storage and conduct routine quality inspections that meet established food handling standards and ensure a first-in, first-out system.
- Manage and maintain accurate inventory records through cycle counts and physical inventory checks and reconciliation.
- Record transfer of food to different programs.
- Ensure accurate warehouse releases in a timely manner for pick-up and delivery and for the documentation of any changes made to the warehouse release.
- Conduct and maintain inventory control, ensuring checks and balances are in place.
- Load and off-load products with the use of a forklift and/or pallet jack.
- Receive and follow work assignments as given by Warehouse Coordinators and the Operations Supervisor and as written on the assignment board.
- Responsible for documenting accurate weights and quality of products that are offloaded.
- At pick up sites, check in with designated staff to receive and load product.

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- Responsible for keeping the warehouse in a clean and safe condition, removing trash, recyclables, and operating floor scrubbers.
- Use Warehouse Management System (WMS) for documentation and traceability.
- Operate PIT (Powered Industrial Trucks), forklifts (sit and stand), pallet jacks, bailer, and other powered equipment.
- Use personal protective equipment (PPE), as necessary, for health and safety precautions.
- Provide training and supervision to volunteers and dual employees on warehouse SOP's and safety.
- Adhere to agency policies, procedures, and program dress code.

Other Job Specific Duties:

- Maintain a safe and functional work environment.
- Work alternative hours as required, including nights and weekends.
- Attend and participate in staff meetings and training programs.
- Perform any other like duties as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Urban and rural streets and highways.

Ability to:

- Maintain positive working relationships with volunteers and other employees.
- Maintain vehicles and equipment.
- Complete reports as needed.
- Work cooperatively with staff to carry out program goals and objectives.
- Drive manual and automatic transmission vehicles.
- Effectively present program information to the public.

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.
- Must have or ability to obtain current Forklift Certification within first 60 days of employment.
- Must have or ability to obtain current CA Food Handler Certificate within first 60 days 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. Must be over the age of 21

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with a minimum of three (3) years of driving experience.
- Bilingual language fluency (Spanish/English) 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 performed indoors and outdoors.
- Noise level is moderate.
- 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 accommodation may be provided to enable employees with disabilities to perform the essential duties.

POSITION TITLE Food Bank Warehouse 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	

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	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		

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MEMORANDUM

To: Personnel Committee

From: Rebecca Moreno, Director of Housing & Supportive Services

Date: February 7, 2024

Subject: *Agenda Item 4(g)*: New Job Description of Cal-AIM Program Coordinator - **Action Item**

In collaboration with Kern Health System, CAPK's Day Habilitation program will extend its services beyond a traditional facility setting. For clients experiencing homelessness and receiving Community Support Services, day habilitation offers a dedicated physical space for client-staff interactions. To enhance coordination and management efficiency, it is recommended that these services be administered by the same Managed Care Plans (MCPs) to minimize the number of case managers involved. CAPK's Day Habilitation will operate at 1631 30th Street, leveraging existing CAPK services such as VITA, CalFresh, Weatherization, and CES to deliver educational sessions in a classroom environment. Additional offerings will include financial literacy classes, Renter's Rights education, and other self-help programs..

Summary of Proposed Changes

The Cal-AIM team is requesting approval of the new job description for the Cal-AIM Services Program Coordinator.

Position Title	Proposed Changes	Current Grade	New Grade
Cal-AIM Program Coordinator	New position	-	8 Min: $21.09 Mid: $26.34 Max: $31.61

Fiscal Impact and Timeframe

The projected additional revenue for our services, given the minimum encounters, is $376,320. The implementation phase will commence with the existing Cal-AIM staff, ensuring no adverse effects on the current budget. As referrals increase and the demand for additional services grows, we plan to incorporate one (1) FTE to sustain the program's expansion. Anticipated operating expenses at that juncture are expected to be $134,247, resulting in a revenue of $242,073 with minimal encounters. The strategic addition of the FTE is aimed at achieving maximum encounters, aligning with our overarching goal. Additionally, it's worth noting that this program received approval from the Board of Directors during the January 31, 2024, meeting.

Strategic Plan Impact
As part of the 2021-25 Strategic Plan, specifically under 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*, this proposal supports staff development, growth, and retention by adding an opportunity for growth within the agency.

Recommendation:
Staff recommends the Personnel Committee approve the Cal-AIM Program Coordinator job description.

Attachments:
Cal-AIM Program Coordinator Job Description

Cal-AIM Program Coordinator

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 08 **FLSA Status:** Non-Exempt **Date Approved:** TBD

SUMMARY:
Under the general direction of the CES Program Manager, the Program Coordinator provides a wide variety of administrative and clerical duties. Assists with budgets, preparing reports, conducting inventory, and organization and implementation of special projects. Assist the CES Program Manager with a wide variety of administrative tasks. Will interact with external and internal contacts requiring specialized knowledge of services and expertise in business administration, information systems, and personnel management. This includes the application and interpretation of federal, state, and local laws related to these subject areas.

SUPERVISION RECEIVED:
CES 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 accommodation may be made to enable individuals with disabilities to perform essential functions.

Essential Job Specific Duties:

- Maintain program records and files.
- Interacts with and supports the Cal-AIM staff, CES staff, partners, volunteers, and clients.
- Develop and provide specialized training to support staff.
- Acquire and apply knowledge of program guidelines and policies.
- Provide the public with general information.
- Provide clerical and administrative assistance to the CES Program Manager.
- Communicate information, advice, and instructions as an agent for assigned administrator.
- Prioritize workflow, including handling routine matters such as business mail, faxing, and photocopying.
- Perform internal tracking of various budget line items and expenditures.
- Order, monitor, and maintain department stock, including office supplies and other materials.
- Efficient planning, organizing, and scheduling of work priorities.
- Support the CES Program Supervisor and the Housing Program Manager with program implementation.
- Ensures ongoing communication with Cal-AIM leadership and the CAPK Communications Team.
- Work in collaboration with Cal-AIM staff, providers, volunteers, law enforcement, code enforcement, and county officials to implement strategies, techniques, and/or recommendations.
- Aid and support internal and external stakeholders.

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Other Job Specific Duties:

- Attend all meetings, trainings, and conferences as assigned.
- Maintain a safe and functional work environment.
- Work alternative hours, including nights and weekends.
- Perform other like duties as assigned.

MINIMUM QUALIFICATIONS:

The requirements listed below are representative of the knowledge, skills, and abilities required to satisfactorily perform the essential duties and responsibilities.

Knowledge of:

- Agency policies and procedures.
- Applicable federal, state, and local laws, codes, and regulations.
- Departmental policies and procedures.
- Correspondence and report writing practices and procedures.
- Current problems of homelessness and socially and economically challenged families.
- The contributions of clients and volunteers who may be non-professional.
- Modern office practices, methods, procedures, and equipment, including computers.
- Word processing, spreadsheet, database, and related software applications.
- Language translation and interpretation strategies and techniques.

Ability to:

- Address conceptual matters.
- Plan, organize, and allocate resources.
- Communicate effectively, verbally and in writing.
- Demonstrate good interpersonal skills.
- Attend evening and weekend meetings.
- Effectively present Homeless Shelter program information to the public.
- Establish professional working relationships with staff, agencies, and parents.

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.
- Associate degree in social services or related field preferred.
- Three (3) years of clerical experience preferred.
- Up to one (1) year working with the unsheltered population and/or any duration of lived experience preferred.

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 able to obtain Agency wide certification, including, but not limited to, CPR and ServSafe certification.

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- Bilingual language fluency (English/Spanish) desirable.
- Successful completion of physical, substance abuse screening, TB, and all required vaccinations.

WORK ENVIRONMENT:

The work environment characteristics described are representative of those employees' encounters in performing the essential functions of this job.

- Work is primarily performed indoors/outdoors.
- Noise level is moderate.
- Hazards are relevant to the 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 accommodation may be made to enable employees with disabilities to perform the essential duties.

POSITION TITLE Cal-AIM Program Coordinator			
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					

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DATE February 14, 2024
TIME 12:00 pm
LOCATION CAPK Administrative Office
Executive Conference Room
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

Program Review & Evaluation Committee Minutes

1. **Call to Order**

   Committee Chair Ana Vigil called the meeting to order at 12:02 pm at the Community Action Partnership of Kern Administrative Building, located at 1300 18th Street, 3rd Floor, Bakersfield, CA.

2. **Roll Call**

   Roll call was taken with a quorum present.

   Present: Ana Vigil (Chair), Jimmie Childress, Fatima Echeverria, Gina Martinez and Yolanda Ochoa

   Absent: None

   Others Present: Louis Gill; Chief Program Officer, Pritika Ram; Chief Business Development Officer, Robert Espinosa; Program Design and Management Administrator, Ryan Fergon; Senior Community Development Specialist, and other CAPK staff.

3. **Public Comments**

   No one addressed the Committee.

4. **Program Presentation**

   a. Energy Program Presentation by Wilfredo Cruz, Program Administrator

      Wilfredo Cruz presented an overview of the Energy Program and stated that the energy program is funded by multiple sources, one of them was the American Recovery Plan Act (ARPA), which ended December 2023, and Wilfredo reported that the $10-million-dollar grant was successfully spent. The Low-Income Household Water Assistance Program (LIHWAP) contract ends March 31, 2024, it is not currently slated for renewal, however, Senator Padilla is proposing a new Senate Bill for renewal, but it has not been passed yet. The agency probably won't receive another water grant in the next two years. The agency has not weatherized multi-family homes during the last three years but is looking to do so in the future. Wilfredo reported that the agency currently has a category A rating with the State, which means that when contracts come to an end, there is the potential to get additional funding. In conversations with Darrell McCormick, CAPK's CSD Representative who visited the agency last summer, he mentioned that CAPK is an exemplary program in our State and is excellent news to hear from our CSD representative.

      Jimmy Childress was surprised to hear an example of a water bill being $15,000 past due. Wilfredo said the highest bill the agency received was $11,200. Freddy Hernandez reported that during the pandemic, utility companies couldn't disconnect clients, and the state extended the ban on shut offs. This caused clients to fall behind and accumulate large bills on residential homes.

      Yolanda Ochoa asked if there's a breakdown that represents the number of mobile homes and houses weatherized in East Kern in 2023. Wilfredo stated that he did have that information and would provide her with a report.

Ana Vigil asked for clarification about homes that are weatherized by tenants and landlords and how that works. Wilfredo Cruz said the homes are weatherized based on the address, not the client. The landlord needs to sign off on the documents, and landlords cannot raise the rent for two years because of the work that was done, and that language is included in the contract. Ana asked if CAPK has had any issues with landlords not agreeing to weatherize the home. Wilfredo said they have not had any significant issues.

5. New Business

a. January 2024 Program Reports – Pritika Ram, Chief Business Development Officer - ***Action Item***

Pritika Ram presented the January 2024 Program Reports for approval and provided notable highlights and reported that each program sets its benchmarks and goals based on past trends or environmental changes to its industry or specific service line. Pritika said she begins by presenting a program from each category, and if the Committee has any questions or would like to review any other program, she and the staff are available to answer any questions.

Ana Vigil asked if there are 900 clients being handled between four FTEs in the California Advancing and Innovating Medi-Cal (CALAIM) program. Louis Gill said that is the expectation of Kern Health Systems. All across the state, organizations are learning how to implement this new service. The caseloads are usually higher than what we are used to seeing in this industry, and the number of individuals that are referred usually drop off. As services ramp up, they will bring in additional staff. Rebecca Moreno said that there are currently a total of six case managers, and they are in the process of onboarding a couple more. In order for clients to receive services, eligibility and authorization will be verified in the providers portal at Kern Health Systems. New case managers go through six weeks of extensive training.

Pritika Ram shared that Food Bank reporting is two months behind and allows staff to ensure the numbers are valid. The Food Bank ended 2023 with 20 million pounds of food distributed.

Yolanda Ochoa asked how many clients East Kern Family Resource Center (EKFRC) program sees per month. Freddy Hernandez said it varies depending on season, weather, and what happens in LA County. He stated on average, about 5 to 10 new homeless individuals and 20-30 returning clients for other services. The goal is to be a center that provides resources like transportation and clothing until individuals can get back on their feet. Ana Vigil asked if faxing and printing services are available at EKFRC & Oasis FRC. Freddy Hernandez said, they do provide fax and copying services, including helping veterans complete documentation online.

Jimmy Childress asked for an update on the withdrawn Shafter Youth Center Program funding. Pritika Ram reported that the agency received a letter from the City of Shafter discontinuing the Shafter Youth Center / Recreational Program Agreement that provided yearly operating funding. The leadership team is meeting and discussing opportunities and will soon bring it to the Board.

Ana Vigil asked if CAPK would try to negotiate. Pritika Ram said they are generally a strong agency partner and are communicating. Ana Vigil wanted to be involved in the matter because this is her city, and she has already started advocating for CAPK. Gina Martinez stressed that she would also like to be involved and could provide assistance if needed.

Pritika Ram highlighted the 2-1-1 Call Center Program, and noted that the Program Administrator, Sabrina Jones-Roberts, and her team have significantly improved the average wait time, which is a major achievement.

Motion was made and seconded to approve the January 2024 Program Reports. Carried by unanimous vote (Childress/Martinez).

b. January 2024 Application Status Reports & Funding Profiles – Ryan Fergon, Senior Community Development Specialist – ***Action Item***

Ryan Fergon presented the above action item for approval.

Yolanda Ochoa questioned why Head Start Transportation is noted in the One-Time State Funding Form Homeless Housing, Assistance, and Prevention Program (HHAP 3 &4) application. Pritika Ram said that at the time when the application was put together, they were considering it; however, they would remove that from the application.

Jimmy Childress asked if CAPK does its due diligence about prospective partner agencies. Pritika Ram said that they typically do their due diligence, and definitely, at the next meeting, they will provide more context.

Ana Vigil suggested that the Children and Youth Behavioral Health Initiative (CYBHI) project ensure that the parent club gets involved with the Shafter Youth Center.

Motion was made and seconded to approve the January 2024 Application Status Reports & Funding Profiles. Carried by unanimous vote (Ochoa/Martinez).

c. January 2024 Head Start/State Child Development Division/Program Activity Report – Carol Hendricks, Enrollment and Attendance Manager - ***Action Item***

Robert Espinosa presented the above action item for approval on behalf of Carol Hendricks. Robert highlighted that the Central Kitchen reporting is one month behind, which is why December is reported.

Jimmy Childress asked how much time it takes to process a Head Start application. Robert Espinosa said that for the Federal and State, it takes about 1.5 hours. Jimmy asked how many staff are doing applications. Robert Espinosa said they have eight enrollment technicians.

Yolanda Ochoa asked why CAPK provides childcare for children who reside in Palmdale. Robert Espinosa said there is currently only one child from Palmdale. Yolanda Ochoa also asked why the Harvey Hall Childcare Center is closed. Robert Espinosa explained that licensing is still pending for that center.

Fatima Echeverria asked when the Martha J Morgan Center will open. Robert Espinosa said the date is to be determined.

Ana Vigil raised concerns about how Early Head Start and Head Start students transition if a child does not make it to Head Start and emphasized that it is a burden on parents who have jobs and are dependent on childcare. Robert Espinosa said they are already looking at those rollovers. Ana Vigil suggested a job fair for teachers.

Motion was made and seconded to approve the January 2024 Head Start/State Child Development Program Activity Report. Carried by unanimous vote (Childress/Ochoa).

6. Committee Member Comments

Yolanda Ochoa and Gina Martinez thanked the staff for their work.

7. Next Scheduled Meeting

Program Review & Evaluation Committee
12:00 pm
March 13, 2024
CAPK Administrative Office, Executive Conference Room
1300 18th Street, 3rd Floor
Bakersfield, CA 93301

8. Adjournment

The meeting was adjourned at 1:17 pm

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Community Action Partnership of Kern

























Helping People... Changing Lives.

Energy

Weatherization | Utility Bill Assistance

a program of CAPK

Presented by:
Wilfredo Cruz Jr.
Energy Administrator

What is the CAPK Energy Program?

CAPK's Energy Program assists income-eligible residents with utility bill payments, free weatherization, and energy education, at no cost to the participants.

UTILITY ASSISTANCE	WEATHERIZATION
• Heating and Cooling Services (HEAP) • Water and Wastewater	• Energy Conservation in Homes

Who does the Energy Program serve?

The Energy Program serves low-income households. Our priority demographics are:

- Seniors
- Disabled
- Households with children under 5 years of age
- Households with the lowest income and highest energy burden



This Photo by Unknown Author is licensed under CC BY

Energy Program – Our Funding Sources

Our primary funding is the **Low-Income Home Energy Assistance Program (LIHEAP)** which was first established in 1981 and is funded annually through Congressional appropriations. The program assists eligible low-income households with weatherization and energy-related home repairs, utility bill payment assistance, energy crisis assistance and repairing or replacing heating and cooling systems. CAPK also provides weatherization assistance through the **Department of Energy grants (DOE)**, reducing energy costs for low-income households by increasing the energy efficiency of their homes. Due to the COVID-19 pandemic, legislation was passed in 2022 which created the **American Recovery Plan Act (ARPA)**. We were able to assist our community with their heating and cooling needs to a greater degree. We also took on the **Low-Income Household Water Assistance Program (LIHWAP)** grant, which has allowed us to assist eligible households with their water and waste-water utility bills.

LIHEAP
Low-Income Home Energy Assistance Program



U.S. DEPARTMENT OF ENERGY

Home Energy Assistance Program (HEAP)

- HEAP provides utility assistance to applicants with their electric, gas, and propane bills
- Eligibility is based on a household's monthly income
- Qualifying applicants receive a one-time yearly rebate – exceptions may apply



Low Income Household Water Assistance Program (LIHWAP)

- LIHWAP provides utility assistance to applicants with their water or wastewater bills
- Eligibility is based on a household's monthly income
- Qualifying applicants receive a one-time account payment, up to $15,000.
- This contract ends March 31, 2024, and will not be renewed.

What exactly is Weatherization?

- Weatherization:
  - Is a service that is provided to make homes more energy efficient by completing repairs and/or replacing appliances

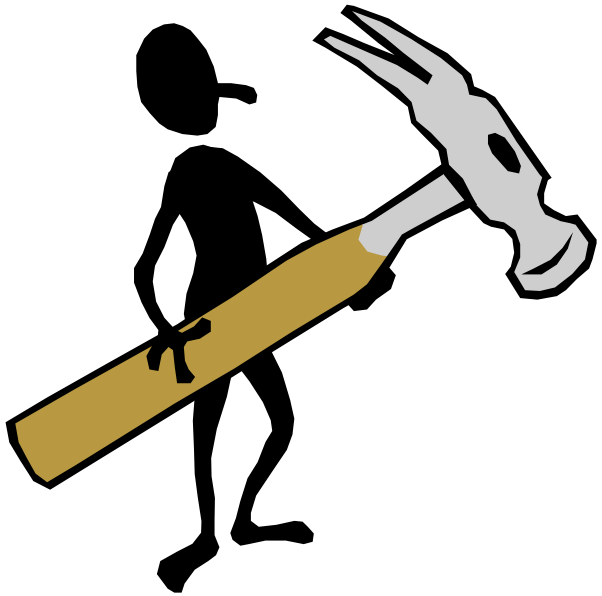
- Types of homes that can be weatherized:
  - Single Family, rental or owner occupied
  - Multi-family, rental or owner occupied
  - Mobile homes, rental or owner occupied

- Homes are limited to the number of times they can be weatherized



Benefits of Weatherization?

- Helps to REDUCE your monthly energy bill with: Pacific Gas and Electric (PG&E), Southern California Gas, Southern, California Edison, Propane
  - LIHEAP's mission statement is "To work with communities by supporting, advocating for, and empowering residents to achieve self-reliance and economic security."
- Good for the environment, as it reduces green house gas emissions
  - DOE's mission statement is to "Ensure America's security and prosperity by addressing its energy, environmental and nuclear challenges..."



Energy Services – 2023 and 2024

- At the end of 2023, we fully expended the following contracts:

  - 2023 LIHEAP
  - 2023 SLIHEAP
  - 2021 ARPA

  Because we met contract end dates, we currently have a "Category A" rating" with the state.

- Our current open contracts with available funding in 2024 are:

  - 2021 LIHWAP
  - 2022 DOE BIL WAP
  - 2023 ESLIHEAP
  - 2024 LIHEAP

Community Outreach Efforts in 2023 and 2024

- Hey Salty Marketing Campaigns
- Working with internal CAPK Outreach Team for events
- KGET/Telemundo Commercials
- Cuadrilla events – working alongside other CAPK programs
- Continued relationship building with local media outlets
- Participating in outreach events throughout Kern County and partnering with other CAPK programs in the process



- Partnering directly with Cal Water services to assist their low-income and arrearage clients
- Development of marketing materials by internal CAPK team
- Continue to build relationships with key community organizations

Energy Program Accomplishments in 2023

Weatherization

- Achieving record-breaking numbers in 2023:
  - From 2017-2022 average amount of weatherization on a client's home was $4,828.
    - In 2023, this amount is $12,456.
  - From 2017-2022 average amount invoiced to CSD monthly was $80,002.
    - In 2023, this amount is $199,028
- We've weatherized 198 homes in 2023. In 2022, we completed 141 homes.

Utility Assistance

- The team is spent down contracts at a record pace.
  - In June 2023 alone, we paid down $2.1 million worth of utility fees!
- We paid out close to $16 million in utilities to the residents of Kern County
- We are on pace to complete spend out the LIHWAP grant.
- Made program and workflow adjustments to improve speed at which clients were receiving services. Process and application handling improved from 3 months down to 3 weeks, on average.

How to apply for our services

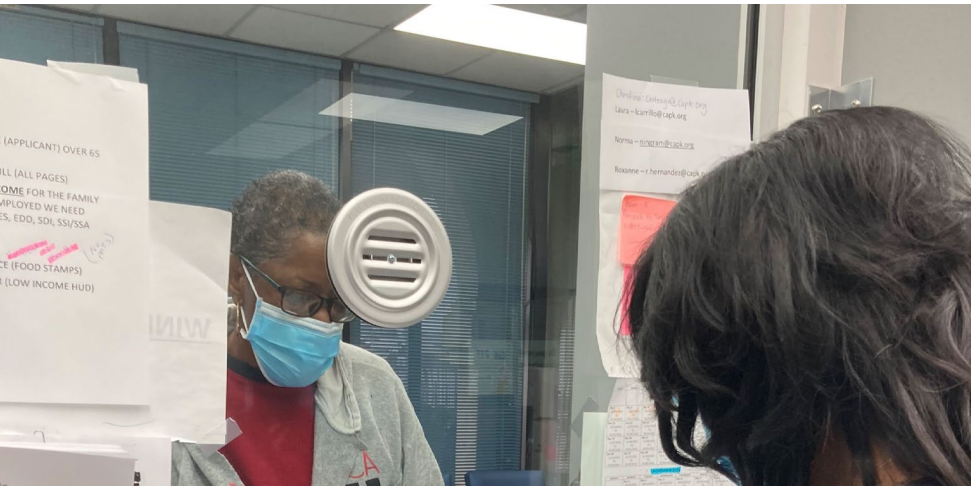
- Call 211 to schedule an appointment or request an application to be mailed out.
- Visit energy.capk.org to download and print the applications
- Pick up or drop off application at 300 19th Street Bakersfield, CA 93301 between 8:00 am - 4:00 pm











Energy Team at Work!

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Energy

Weatherization | Utility Bill Assistance

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Questions or Comments?

February 2024 Program Review & Evaluation (PRE) Committee

January 2024 Program Monthly Reports

Housing and Supportive Services

Coordinated Entry Services
M Street Homeless Navigator Center
CalAIM - Homeless Services
Adult Re-entry Program

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	Coordinated Entry Services (CES)
Division/Director	Rebecca Moreno	**Program Manager**	Joseph Aguilar
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

Coordinated Entry Services (CES) is the system to assist communities in ending homelessness by providing a clear and systematic pattern for helping individuals to quickly access the most appropriate services available through standardized access, a standardized assessment process, and a coordinated referral (match) process for individuals to preventions, housing, and/or other related services. The following counties are currently being served by CAPK CES, Kern County. The Coordinated Entry System (CES) process will support the encampment proposal. The strategy will expedite the housing process by creating an Encampment by Name List and an encampment match call with collaborating partners to review status, barriers, and match encampment residents to permanent housing units and/or housing resources identified.

Homeless Referrals/Assessments (SRV 7c)	Month	YTD	YTD Goal	Month Progress	Annual Progress
Kern County	2,545	2,545	20,000	13%	13%
Number of applicants who received a response within 24 Hours	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Kern County	1,576	1,576	16,000	10%	10%
Pending Assessments	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Number of clients without initial contact by the end of the month.	0	0	240	0%	0%
Among clients from the preceding month, the average duration (days) to reach those who are still pending.	19				
Encampment Resolution - Pending	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Number of Clients Served	39	39	TBD	-	-
Matched to Housing Subsidy (i.e., voucher, rapid rehousing or physical location) (SRV 4m, 4o)	39	39	TBD	-	-

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Optimize the use of existing access points in rural areas of Kern County.	The East Kern Family Resource Center location will have a "walk-in" for individuals seeking CES services.
2. Increase staff recruitment and retention.	Program Specialist and Housing Navigator interviews conducted, pending onboarding 4 staff members.

3. Among clients from the prior month, the average time taken to reach pending clients is currently 15 days, attributed to high call volume and limited staff. The objective is to achieve client contact within 5 days of the initial request.	Pending

Program Highlights

The program has 2 new staff members starting in Feb-2024, onboarding and training to be conducted starting 2/5 and 2/6.

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	M Street Navigation Center
Division/Director	Rebecca Moreno	**Program Manager**	Laurie Hughey
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

CAPK operates the 147-bed homeless Low Barrier Navigation Center in partnership with the County of Kern. This 24-hour shelter offers housing, meals, showers, laundry and an array of mental health, medical care, dental and economic resources to un- sheltered individuals with pets and partners.

Shelter Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Overnight Residents (Assigned Beds) (FNPI 4a & SRV 7b, SRV 4m)	126	126	1,500	8%	8%
Total Clients Served	200	200	2,400	8%	8%
Pets (i.e., kennel, emotional support assistance and service pet)	16	16	75	21%	21%
Residents Under 90 days length of stay	79	79	800	10%	10%
Exits to Permanent Housing (FNPI 4b)	6	6	114	5%	5%
Exits-Self	29	29	150	19%	19%
Exits-Involuntary	29	29	700	4%	4%
Case Management Services (SRV 7a)	629	629	8,000	8%	8%
Critical Incidents	46	46	250	18%	18%
Shelter Residents Meals (SRV 5ii)	8,233	8,233	70,000	12%	12%
Number of Volunteers *(duplicated)*	107	107	100	107%	107%
Volunteers Hours *(duplicated)*	182	182	3,000	6%	6%
Safe Camping	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Total clients served (SRV 7b)	86	86	500	17%	17%
Current client census	51	51	300	17%	17%
Meals (SRV 5ii)	3,286	3,286	20,000	16%	16%
Pets	13	13	75	17%	17%
Clients moved to Shelter (SRV 4m)	2	2	15	13%	13%
Exits to Permanent Housing (FNPI 4b)	2	2	20	10%	10%
Exits-Self	4	4	50	8%	8%
Exits-Involuntary	14	14	75	19%	19%
Critical Incidents	10	10			
Safe Parking	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Total clients served	11	11	30	37%	37%
Current client census	11	11	25	44%	44%
Clients moved to Shelter (SRV 4m)	0	0	10	0%	0%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Number of clients participating in job training program, (i.e., Project Hire-Up, financial Literacy, Recycling Lives, Open Door Network).	Three clients are participating in Project Hire-Up, one client participating in Recycling lives, and 10 clients working in the community at various locations, such as Valley Achievement, Restaurant Depo, golden Empire Transit and Pactive. Financial Literacy re-started in January-2024 and there were 6 attendees.
2. Increase job retention/recruitment at M street by (1) developing job descriptions that accurately reflect job performance and (2) regrading/classification of job descriptions.	PENDING
3. Increase the number of clients who transition to permanent housing by 10% from the prior year (2023 - 114 clients) to 120 clients.	Six clients placed into permanent supportive housing.

M Street Navigation Center - Client Demographic Information

Race Demographic	Month
18 - 24	17
25 - 34	42
35 - 44	50
45 - 54	37
55 - 61	38
62+	16
Total:	**200**

Race Demographic	Month
American Indian or Alaska Native	3
Asian	1
Black or African American	42
Hispanic/Latina/e/o	13
White	78
Multiple races	61
Client Don't know / Refused	2
No Answer	
Total:	**200**

Gender	Month
Female	85
Male	114
Trans Female and Male (Male to Female, Female to Male)	1
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	
Client refused	
No Answer	
Total:	**200**

Zip Code	Month	Zip Code	Month
93301	34	96001	1
93302	1	93555	2
93304	25	94964	1
93305	17	93263	1
93306	10	93268	2
93307	18	93280	2
93308	23	93285	1
93309	7	52060	1
93311	2	63132	1
93312	2	93201	1
93313	1	93202	1
93314	2		
93205	1		
90212	1		
92234	1		
93215	1		
93230	1		
93250	1		
92584	1		
93501	1		
91730	1		
Not specified	35		
Total			**200**

Safe Camping - Client Demographic Information

Race Demographic	Month
18 - 24	4
25 - 34	13
35 - 44	30
45 - 54	24
55 - 61	7
62+	8
Total:	**86**

Race Demographic	Month
American Indian or Alaska Native	1
Asian	1
Black or African American	11
Hispanic/Latina/e/o	5
White	44
Multiple races	24
Client Don't know / Refused	
No Answer	
Total:	**86**

Gender	Month
Female	38
Male	48
Trans Female and Male (Male to Female, Female to Male)	
Gender Non-Conforming (i.e. not exclusively male or female)	
Client doesn't know	
Client refused	
No Answer	
Total:	**86**

Zip Code	Month	Zip Code	Month
93301	15		
93304	6		
93305	11		
93306	5		
93307	4		
93308	9		
93309	6		
93313	1		
93215	1		
90242	1		
93238	1		
93555	1		
93556	1		
93454	1		
93203	2		
93263	1		
93561	1		
75014	1		
79701	1		
Not specified	17		
Total			**86**

Program Highlights

Two individuals were housed during the month of January 2024, and 2 transferred into M street.

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	California Advancing and Innovating Medi-Cal (CalAIM)
Division/Director	Rebecca Moreno Director of Community Services	**Program Manager**	Joseph Aguilar
Reporting Period	January 1, 2024 to December 31, 2024		

Program Description

CalAIM is a new initiative by the Department of Health Care Services (DHCS) to improve the quality of life and health outcomes of Medi-Cal beneficiaries by implementing broad delivery of system, programmatic, and payment system reforms. A key feature of CalAIM is the introduction of a new menu of "in lieu of services" (ILOS), or Community Supports, which, at the option of a MediCal managed care health plan (MCP) and a Member, can substitute for covered Medi-Cal services as cost-effective alternatives. MCPs will be responsible for administering Community Supports. For this partnership, CAPK would serve as a Community Support providing rental assistance.

Housing Transition Navigation Services	Month	YTD Goal	Annual Progress		
Number of Clients Currently Served	314	900	35%		
Number of Referrals Received (SRV 7c)	49				
Number of Enrollments	25				
Number of services per client per month (i.e., one-on-one case management, landlord engagement, obtaining vital documents) (SRV 7a)	694	694	8,100	9%	9%

Housing & Furnishing Deposits (SRV4d)	Month	YTD	YTD Goal	Month Progress	Annual Progress
One-time use up-to $5000 per client (includes housing deposits, furnishing, appliances)	7	7	40	18%	18%

Housing Tenancy and Sustaining Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Number of clients secured placement (SRV 4o)	4	4	110	4%	4%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1.) 3 FTE HN to establish caseload (1:35) by 2/1/2024	2 New navigators received 10 KHS referrals each
2.) 3 FTE HN to establish caseload (1:75) by 3/1/2024	In Progress
3.) Increase staff recruitment and retention	In Progress

Program Highlights

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	Adult Re-entry Program
Division/Director	Rebecca Moreno Director of Housing & Supportive Services	**Program Manager**	Rosario Miranda
Reporting Period	January 1, 2024 to December 31, 2024		

Program Description

Community Action Partnership of Kern's (CAPK) Adult Reentry Grant Warm Handoff and Reentry Services Program (ARG WHO) is designed to reduce rates of homelessness and recidivism in the reentering AB 128 population, CAPK proposes a multi-modal intervention strategy with complementary reentry service line targeting known dynamic risk factors for homelessness and recidivism including housing stability, employment, and mental health. Case Management services will be provided using a Strengths-Based approach model that addresses immediate needs upon release and facilitates individual change to ensure self-sufficiency upon program exit. Case Management activities may include Housing Search Services, Housing Plan Development, Landlord Engagement, Financial Capability Skill Training, Financial Coaching/Counseling, Tenant Rights Education, and Rental Counseling. CAPK will use interagency referral to determine eligibility to any of its 16 unique anti-poverty programs. Community partners such as Kern Behavioral Health and Recovery Services and Employers' Training Resource will provide intensive specialized services around Mental Health/Substance Use and Employment Training, respectively.

Client Services	Month	YTD	YTD Goal	Month Progress	Annual Progress
Case Management Services (SRV 7a)		0	100	0%	0%
Number of Client Contacts		0	720	0%	0%

Client Outcomes	Month	YTD
Number of individuals who obtained safe and affordable housing (FNPI 4b), such as Housing Subsidy or Permanent Supportive Housing (PSH)		0
Number of unemployed clients who obtained employment (up to a living wage) FNPI 1b, such as Workforce Development, Education, or Employment Services		0

Referrals	Month	YTD
Number of Clients referred to Mental Health Services or Substance Abuse Services (SRV 5v)		0
Financial Management Programs (including budgeting, credit management, credit repair, credit counseling) SRV 3c		0
Transitional Housing Placements (SRV 4n)		0

Permanent Housing Placements (SRV 4o)		0
Job Readiness Training (SRV 1f)		0
Job Referrals (SRV 1l)		0
Incentives (e.g., food vouchers, gift cards) SRV 5hh		0
Food Distribution (food bags/boxes, food share program, bags of groceries) SRV 5jj		0
Parenting Classes SRV 5mm		0
Kits/boxes (i.e., toiletries, hygiene kits) SRV 5nn		0

Explanation (Over/Under Goal Progress)

Program is in the process on recruitment and onboarding staff.

Program Strategic Goals	Progress Towards Goal
1.) Enhance recruitment initiatives and bolster staff retention strategies.	Interviews have been completed and 3 offers were made, 2 accepted and 1 declined. Program will select another candidate.
2.) Create a comprehensive program policy and procedure manual, including documents such as referral forms and intake/assessment forms.	Program has created a P&P, referrals forms, and intake forms. Staff will continue to work on development.
3.) Building robust relationships by engaging in outreach activities to connect with the Parole and Probation Departments.	Program has been attending the PATH monthly meetings to share program options. Staff have also been working with the M Street Navigation Center to develop a referral process.

Program Highlights

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 2024

Month	January-24	**Program/Work Unit**	CalFresh Healthy Living
Division/Director	Susana Magana	**Program Manager**	Alan Rodriguez
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The CalFresh Healthy Living (CFHL) program, Funded by the USDA and administered by CDSS, improves the nutritional health of low-income Kern County residents by providing access to nutrition education, physical activity education, and leadership within community collaboratives that focus on health and nutrition. The program does this by providing Direct Education classes, Indirect Education materials and resources, and Policy Systems and Environmental Changes (PSE's). The CFHL program has three (3) subcontractors that assist in carrying out the goal of educating the student population.

Supplemental Nutrition Assistance Program-Education(SNAP-Ed) eligible participants, receiving Nutrition Education 10/1/2022-9/30/2023 (SRV 5ff)	Month	YTD	YTD Goal	Month Progress	Annual Progress
Community Action Partnership of Kern (CAPK) Direct Education provided.	332	332	1,100	30%	30%
Kern County Superintendent of Schools (KCSOS) Subcontractor Direct Education provided.	1295	1,295	6,000	22%	22%
Kernville Unified School District (KUSD) Subcontractor Direct Education provided.	504	504	2,000	25%	25%
Lamont Elementary School District (LESD) Subcontractor Direct Education provided.	62	62	2,500	2%	2%
Cumulative Indirect Education: Indirect education, for SNAP-Ed purposes, is defined as the distribution or display of information and resources which involve no participant interaction with an instructor or multimedia.	1648	1,648	30,000	5%	5%
Policy Systems and Environmental Changes (PSE's)	**Month**	**YTD**	**YTD Goal**	**Month Progress**	**Annual Progress**
Partner with 6 agencies/program to evaluate/implement the Nutrition Pantry Program (NPP) to implement Trauma Informed Care practices with-in the food pantry.	2	2	6	33%	33%
Partner with 3 Clinics to implement Food Insecurity screening practices.	1	1	3	33%	33%

Community Action Partnership of Kern

Monthly Report 2024

Explanation (Over/Under Goal Progress)
All goals are progressing as expected. Lamont School District was focusing on starting their gardens at Alicante and Mt. View which is why there was a decrease from their usual numbers but in the next few months, they will be rising to meet their goals. There will be ribbon-cutting ceremonies to celebrate the implementation of their gardens. Internally, PSE is slow-moving moving but we have made lots of progress in January 2024; lots of which is the result of the work and relationships we built in 2023.

Program Strategic Goals	Progress
Minimize staff turn-over and become fully staffed.	Currently, CFHL is at 72% capacity in staffing. There are 8 positions filled out of 11 possible. Interviews have been held and 3 offers have been made. All 3 offers were accepted. All 3 staff are scheduled to start in mid to late February 2024.
Partner with community agencies and collaboratives that are SNAP-Ed approved, including other CAPK Programs, to increase the amount of Direct and indirect Education to improve the opportunities for the SNAP-Ed eligible population to choose healthier food choices, physical activity, and review nutrition information.	During January 2024 CFHL partnered with Community Interventions Inc., Arvin GROW Academy, and Bakersfield College's Food Pantry to provide Direct Education classes. Bakersfield College, in particular, offered an incentive program to their students who complete the series-based classes that we offer. The students who complete the course will receive $250 which is meant to be used towards groceries. More information regarding the Bakersfield Classes can be found here: **https://www.bakersfieldcollege.edu/news/2024/0126-bc-promotes-healthy-nutrition-with-food-smarts-workshop.html** The CFHL program also attended community events at the F St. Farmers Market, St. Elizabeth's Church in McFarland, and conducted Surveys at Premier Valley Medical Group on White Lane.

Progress with Policy Systems and Environmental Changes (PSE) Initiatives.	Policy Systems and Environmental Changes (PSE) are longer-term projects that are aimed at implementing and sustaining long-term changes. The PSEs that CFHL is currently making progress on are 1) collecting data at Premier Valley Medical Group on White Lane to identify if Food insecurity should be screened at the time patients are being evaluated in the clinic. We are gathering data to support the PSE; once adequate data is collected we will review and present it to the clinic in the hopes that they adopt this initiative. 2) Another PSE we are working on is helping Royten's Enrichment Academy Community Hope (R.E.A.C.H.) attain a Food Prescription Grant that will increase access to fresh fruits and vegetables in the Cal City Community. CFHL will assist with collecting data and will develop an MOU if/when the funds are awarded to R.E.A.C.H. 3) CFHL is developing a presentation to present to other clinics to identify if their vending machines are offering healthier options in hopes that they have begun to follow California Assembly Bill 912. 4) Enrolling Pantry's and Food distribution into the Food Pantry program.

Program Highlights

The CalFresh Healthy Living (CFHL) program, has shifted focus from Direct Education classes to PSE initiatives at the State level (CDPH). Even though this is a recent shift in focus, as CAPK CFHL meets with CDPH consultants the work the program is doing is shared and they have verbalized how impressed they are with the work we are doing. They are especially impressed with our intention to work on multiple PSEs simultaneously and at networking skills while working with other organizations in the community. The Highlight for this month is working with REACH to support their acquisition of the Food Prescription grant and working with Premier Valley Medical Group on White Lane to identify if Food insecurity should be screened at the time patients are being evaluated in the clinic.






The Oasis
CONFERENCE
ROOM

Community Action Partnership of Kern
Monthly Report 2024



Community Action Partnership of Kern
Monthly Report 2023

Month	December-23	Program/Work Unit	Food Bank
Division/Director	Health & Nutrition, Susana Magana	Program Manager	Kelly Lowery
Reporting Period	January 1, 2023 - December 31, 2023		

Program Description

The Food Bank provides food assistance to low-income families and individuals through a network of more than 200 agency partner distribution sites across Kern County.

TEFAP	Month	YTD	Annual Goal	Month Progress	Annual Progress
Individuals Served	56,999	646,089	500,000	11%	129%
Pounds Distributed	921,921	9,609,119	9,500,000	10%	101%
Pantry Program	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	85,532	830,412	500,000	17%	166%
Pounds Distributed	309,166	3,511,708	3,000,000	10%	117%
Fresh Rescue	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	7,704	210,293	150,000	5%	140%
Pounds Distributed	73,961	2,018,816	2,000,000	4%	101%
CSFP	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	5,016	59,066	57,600	9%	103%
Pounds Distributed	185,062	1,946,503	1,843,200	10%	106%
Free Farmers Markets	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	9,796	124,923	150,000	7%	83%
Pounds Distributed	77,662	1,020,276	1,000,000	8%	102%
Brighter Bites	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	3,900	47,578	80,000	5%	59%
Pounds Distributed	21,689	276,127	300,000	7%	92%
Snack Attack	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	451	9,831	2,000	23%	492%
Pounds Distributed	800	11,707	10,000	8%	117%
Community Events & Other	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Individuals Served	1,593	20,613	20,000	8%	103%
Pounds Distributed	191,108	2,473,545	1,000,000	19%	247%
Totals	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Total Individuals Served (duplicated)	170,991	1,954,079	1,459,600	12%	134%
Total Pounds Distributed (SRV 5jj)	1,781,368	20,013,134	22,000,000	8%	91%
Volunteers (SRV 6f)	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Volunteers who received job skill training (e.g., paid partnership though service providers, duplicated)	51	433	250	20%	173%

Other Volunteers (i.e., general public, duplicated)	153	1,662	1,500	10%	111%

Explanation (Over/Under Goal Progress)
Fresh rescue program for December is severely underreported due to agency partners not submitting information in time for input to be made in December. When a measurable amount of December pounds were eventually inputted in January, there is no way to back date the entry, so they will appear in January's number for this program.

2023 Program Strategic Goals	Progress Towards 2023 Strategic Goals
Cultivate strong relationships with organizations working on food insecurity including the food policy council.	CAPK has taken a leadership role along with United Way of Kern and Blue Zones Project in the formation of the food policy council.
Re-configure the pantry program from on-site shopping to online ordering.	Goal Reached in May 2023
Create additional access points in the county by adding new pantries as well as providing night and weekend pantry access.	We added 2 pantries this month. Our total pantry partner count is 158. We started the year with 119 pantry partner agencies.
Develop a classification system for measuring, tracking and increasing the nutrition level of the food distributed.	Unable to begin due to expansion project delays. Re-assigned to 2024 goals.
Develop a direct to client home delivery program for emergency food assistance.	Unable to begin due to expansion project delays. Re-assigned to 2024 goals.

Program Highlights
The CAPK Food Bank began a TEFAP distribution on site the third Friday of each month. In the first two distributions in November and December, we served an average of 275 families. We anticipate this distribution to continue to grow and become one of the largest in Kern County as SE Bakersfield is one of the are identified as a food desert with elevated need.

Community Action Partnership of Kern
Monthly Report 2024

Month	January-24	**Program/Work Unit**	Migrant Childcare Alternative Payment (MCAP)
Division/Director	Susana Magana	**Program Administrator**	Laura Porta
Reporting Period	January 01, 2024 to December 31, 2024		

Program Description

The Migrant Childcare Alternative Payment (MCAP) program provides childcare subsidies to migrant, agriculturally working families. Once families are authorized, their services are certified based on their verified need for childcare services. MCAP maximizes parental choice for services and utilizes the approved childcare providers in our communities to satisfy the family's need for services. Families can apply for childcare services in six entry counties: Kern, Kings, Madera, Merced, Tulare, and Fresno. Once a family is enrolled in the program, they can migrate anywhere in California to follow agricultural work, and their childcare services can continue.

Program Reimbursements (Jan - Dec 2024) Note: duplicated below for program fiscal year.	**Current Month**	**YTD**	**Goal**	**Annual Progress**
Provider Payments-Subsidies Expended (SRV7e)	$ 2,477,149.80	$ 2,477,150	$ 23,000,000	11%

Program FY Reimbursements Progress (FY 2023-24 July - June)	**Current Month**	**YTD**	**Goal**	**Annual Progress**
Provider Payments-Subsidies Expended (SRV7e)	$ 2,477,149.80	$ 15,232,904	23,000,000	66%

Services	**Current Month**
Active Child Enrollment	2,898
Active Childcare Providers (SRV 7f)	424

	Prev- Month	**Add (+)**	**Drop (-)**	**Current Month**
Waiting List Totals (children)				

Explanation (Over/Under Goal Progress)

The Migrant Childare Program is currently fully enrolled and expected to meet 100% of the current contract. MCAP's contract earnings are tracked by FY from July 1st, 2023 to June 30th, 2024.

Program Strategic Goals	**Progress Towards Strategic Goal**
1. Fill Staff Vacancies.	Program management is currently recruiting for positions approved at the end of November 2023 by the BOD. Interviews are being conducted for 1 management position and 2 Specialists positions. These positions will help provide support and supervision to current staff and ensure manageable workloads.
2. Staff Retention and Professional Development (Training).	Management is currently planing the activities for the 2nd half of the FY. Staff training and program policy review and are being prioritized and will be scheduled based on program priorities with at least one monthly training for staff.
3. Contingency Staffing Plan & Solidify Program Growth.	Management continues to support cross training between departments and preparing current staff members for higher responsibilities and advanced roles. A full review of current program training needs is being conducted and those will be scheduled in the upcoming months.

Program Highlights
The Migrant Childcare Program has reached full enrollment and currently expected to met 100% of our contract. We are currently serving a total of 2898 children across the state and contracting with over 420 providers. Our team is currently hiring three additional staff members, including one coordinator position to support the Reimbursement Department and two team specialists to help enhance the quality and compliance of our program, and support manageable workloads for staff. Our program is also one step closer to opening a new office space in Tulare County to enhance service access and support our single staff member working with our Tulare County community.

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	Women Infants & Children (WIC) Nutrition
Division/Director	Susana Magana	**Program Manager**	Marissa Ortiz-Cortez
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The Women Infants & Children (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	Annual Goal	Month Progress	Annual Progress
Caseload (SRV 5g)	13,974		14,610		96%
Breast Feeding 30% of infants are breastfed (i.e., some, mostly or fully breastfeeding compared to formula)	1,005		900		112%
Local Vendor Liaison-Contact Stores (contact 67 vendors 1 contact required per quarter totaling 268 contacts per year)	16	16	268	6%	6%
Outreach	**Month**	**YTD**	**Goal**	**Month**	**Annual**
Online Enrollment	206	206	1,200	17%	17%
WIC Presentations and Outreach Events	6	6	100	6%	6%
Publication in newspaper, television, and/or social media postings (English and Spanish)	22	22	350	6%	6%
Regional Breast Liaison (RBL)	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Meet with key community stakeholders (i.e., medical managed care, hospital staff, lactation support, health care providers, other WIC agencies) in Region 24 to increase breastfeeding awareness and referrals to the WIC program, as well as share WIC digital materials and utilization.	0	0	120	0%	0%
Peer Counseling Program (PCP)	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Provide basic breastfeeding education and encouragement to WIC PCP participants.	263	263	1000	26%	26%

Explanation (Over/Under Goal Progress)

RBL position vacant since Jan 2024.

Community Action Partnership of Kern

Monthly Report 2024

Program Strategic Goals	Progress
Restructure WIC Program staffing model to improve recruitment and retention of staff.	The program is developing and implementing broad-based multifaceted strategies to improve staff retention. The program is also aiming to provide competitive compensation comparable to other employers in the market.

Program Highlights
The program welcomed Marissa to the team as the Program Administrator.

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 2024

Month	January-24	**Program/Work Unit**	East Kern Family Resource Center (EKFRC)
Division/Director	Fred Hernandez Youth & Community Services	**Program Manager**	Anna Saavedra
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

East Kern Family Resource Center (EKFRC) is a regional resource center based in Mojave, Ca. The EKFRC provides assistance to low-income individuals and families from the desert and Tehachapi Mountain communities. The primary focus is to assist individuals and families who are facing housing insecurities and to prepare children 0-5 years of age to enter kindergarten successfully. The EKFRC also provides individuals and families with basic need services, clothing, diapers, food, household items, hygiene kits, blankets, business services, VITA, and assistance with HEAP applications.

Homeless Housing Assistance and Prevention (HHAP) Rural Drop-in Center	Month	YTD	Annual Goal	Month Progress	Annual Progress
Case Management Services (SRV 7a)	0	0	60	0%	0%
Street Outreach and Education	0	0	75	0%	0%

HHAP Linkages to Services (Referrals)	Month	YTD
California Driver's License (SRV 7j)	1	1
Social Security Insurance (SSI) (SRV 7i)	0	0
Medical Services (SRV 7c)	4	4
Mental Services (SRV 7c)	2	2
Housing Placement (e.g., transitional, temporary, permanent) (SRV 4m, 4n, 4o)	0	0
Educational and Career Development (SRV 7c)	2	2

HHAP Distribution of Supplies	Month	YTD
Food Assistance (SRV 5jj)	27	27
House Hold Items	13	13
Hygiene Kits (SRV 5oo)	10	10
Emergency Clothing (SRV 7n)	17	17
Administrative Services & Copies	15	15
Transportation Services (SRV 7d)	1	1
Educational Supplies (SRV 2k)	0	0

Covid - 19 Supplies (SRV 5oo)	7	7			
First 5 Kern	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Parents Receiving Case Management Services (SRV 7a)	0	0	30	0%	0%
Children Receiving Case Management Services (SRV 7a)	0	0	30	0%	0%
Parents Participating in Court Mandated Classes (FNPI 5d & SRV 5mm)	4	4	10	40%	40%
Children Educational Center Base Activities (FNPI 2b)	2	2	30	7%	7%
Children Educational Home Base Activities (FNPI 2b)	1	1	30	3%	3%
Children Summer Bridge Activities (FNPI 2b)	0	0	15	0%	0%
Collaborative Meetings Participated	1	1	12	8%	8%
Family Support Services for non-clients with children 5 and under	35	35			
First 5 Total	**43**	**43**			
First 5 Kern/ Department Health Services	**Month**	**YTD**	**Annual Goal (12 Mo)**	**Month Progress**	**Annual Progress (12 Mo)**
Family Support Services for non-clients with children 6-18 (SRV 2e K-12)	15	15			
CalCapa Diaper Supply Bank	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Diaper Supply Management Enrollment **Unduplicated** (NPI5.5)	70	70	150	47%	47%
Monthly Diaper Kit Supply Delivery **Duplicated** (SRV5.nn)	84	84	1800	5%	5%
Walk-In Community Services (Duplicated Clients & Case Managed Clients)	**Month**	**YTD**			
Administrative Services & Copies	27	27			
Baby Supplies (SRV 2w)	45	45			
Covid - 19 Supplies (SRV 5oo)	24	24			
Court Mandated Parenting Correspondence (SRV 2w)	6	6			
Educational Supplies (SRV 2k)	25	25			
Emergency Clothing (SRV 7n)	110	110			

Food Assistance (SRV 7c)	166	166
Household Items (SRV 7c)	39	39
Hygiene Kits (SRV 7c)	24	24
Referrals (SRV 7c)	55	55
Transportation Services (SRV 7d)	1	1

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
1. Secure additional funding to cover operational costs and improve the delivery of services.	In the month of January we received a $10,000 donation from AES to support families, homless individuals with emergency supplies, food insecurities, AES presented EKFRC with a check during our Ribbon Cutting Ceremony.
2. Partner with private enterprises to boost program visibility and foster meaningful relationships.	EKFRC had the opportunity in speaking at the Chamber of Commerce monthly meeting. I provided everyone with information regarding our Resource Center and the services we provide. In attendance were private companies and organizations from East Kern. I had the opportinity of obtaining new contact information to businesses in our area.
3. Improve on-site services to more effectively connect with the East Kern target population.	EKFRC is currently in the process of hiring a full-time housing navigater, a part-time bilingual First 5 case manager, and a temp office assistant. Our center woud be fully staffed which would assist us in providing even more services.to our community.

Program Highlights
East Kern Family Resource Center had their Ribbon Cutting Ceremony on Janury 29, 2024. EKFRC was beyond grateful to all the partners, collaborates , clients and to our CAPK family who attended and celebrated this expansion of our center.

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	Oasis Family Resource Center
Division/Director	Youth & Community Services Freddy Hernandez	**Program Manager**	Eric Le Barbé
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The Oasis Family Resource Center provides resources, education, and crisis assistance to individuals, families, and children in Ridgecrest and surrounding communities. They focus on providing case management and educational support to families to build resilience.

First 5	Month	YTD	Annual Goal	Month Progress	Annual Progress
Parents Receiving Case Management Services (SRV 7a)	1	1	30	3%	3%
Children Receiving Case Management Services (SRV 7a)	2	2	30	7%	7%
Parents Participating in Court Mandated Classes (FNPI 5d, and SRV 5mm)	7	7	10	70%	70%
Children Educational Home Base Activities (FNPI 2b)	1	1	15	7%	7%
Children Summer Bridge Activities (FNPI 2b)	0	0	10	0%	0%
Family Support Services for non-clients with children 5 and under (SRV 2w)	59	59			
First 5 Total	**70**	**70**			

First 5 Kern/ Department Health Services	Month	YTD	Annual Goal	Month Progress	Annual Progress
Family Support Services for non-clients with children 6-18 (SRV 2e K-12)	48	48			

Planned Parenthood	Month	YTD	Annual Goal	Month Progress	Annual Progress
LiFT Delivery Seminar to 10 Parents/Guardians (SRV 5l, and SRV 5mm)	0	0	10	0%	0%
LiFT Delivery Seminar to 10 Youth 13-19 (SRV 5l)	0	0	10	0%	0%
Plan A Sex Education Kits for qualifying youth 16-19 (SRV 5m)	0	0	75	0%	0%

CalCAPA Diaper Supply Bank	Month	YTD	Annual Goal (12 Mo)	Month Progress	Annual Progress (12 Mo)
Diaper Supply Management Enrollment **Unduplicated** (NPI5.5)	147	147	150	98%	98%
Monthly Diaper Kit Supply Delivery **Duplicated** (SRV5.nn)	206	206	1800	11%	11%

Walk-In Community Services (Duplicated & Non First 5 Clients)	Month	YTD
Administrative Support (SRV 7c)	104	104
Baby Supplies (SRV 2w)	106	106
Copies	57	57
Court Mandated Parenting Correspondence (SRV 2w)	10	10
Educational Supplies (SRV 2k)	41	41

Emergency Clothing (SRV 7n)	13	13
Food (SRV 7c)	118	118
Household Items (SRV 7c)	144	144
Referrals(SRV 7c)	120	120
Transportation Assistance (SRV 7d)	30	30
Total Community Services	**743**	**743**

Explanation (Over/Under Goal Progress)

The Oasis FRC met all its First 5 Kern goals for the fiscal year 2023-2024. None of the services for Planned Parenthood have been provided yet but the OFRC staff started training in January and is planning implementation of this new program and should be able to start delivering services by the end of March.

Program Strategic Goals	Progress Towards Goal
1. Apply for three funding opportunities that would help extend range of services outside First 5 clients for under served families (Parenting, Children 6-18, seniors, and homeless individuals).	The Oasis FRC applied for funding with Kern Health System seeking funding for case management services for homeless clients and for brick and mortar funds to expand its foot print. We also applied for the Road to Resilience grant seeking funding to provide case management services to pregnant women with addictions.
2. Participate in community outreach activities to promote CAPK & Oasis FRC services and seek donations from local business partners (in-kind and monetary).	The OFRC received a large donation of baby items and children clothing from the WACOM Thrift Store. The Kiwani Key Club spent a Saturday morning on 01/27/24 sorting and folding baby and children clothing.

Program Highlights

The Oasis FRC launched its new CalCAPA Diaper Supply grant in December, and within the first two months 147 children (121 families) have been enrolled in this new program. This January PRE report includes CalCapa December results as these were not captured in the 2023 report. The Oasis Family Resource Center provided community services responding to a total of 301 inquiries in the month of January 2024. This was yet another new record for the busiest month ever since the OFRC opened in May 2021. Since HEAP funding has become available again in January, 39 HEAP applications were submitted this month and over $40,000 in benefits have already been applied. We are seeing the fastet turnaround ever from HEAP in processing applications.

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Month	January-24	Program/Work Unit	Energy & Utility Assistance
Division/Director	Fred Hernandez	Program Administrator	Wilfredo Cruz Jr.
	January 1, 2024 - December 31, 2024		

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 Household Water Assistance Program (LIHWAP) 2021 Ends March 2024	Month	YTD	Goal	Month Progress	Annual Progress
Households Served - Utilities Assistance	501	501	700	72%	72%
Utility Payments	$ 226,654.49	$ 226,654.49	$302,457	75%	75%
Low-income Home Energy Program (LIHEAP) 2024	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	316	316	3,200	10%	10%
Utility Payments	$ 422,553	$ 422,553.47	$ 4,947,219	9%	9%
Households Served - Weatherization	15	15	200	8%	8%
Emergency Supplemental Low-Income Energy Assistance Program (ESLIHEAP) 2023 Ends May 2025	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Utilities Assistance	105	105	450	23%	23%
Utility Payments	$ 82,791	$ 82,790.88	$ 744,877	11%	11%
Department of Energy (DOE) Bi-partisan Infrastructure Law (BIL) - Weatherization Assistance Program (WAP)	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Households Served - Weatherization	0	0	54	0%	0%
Totals	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Households Served - Utility Assistance (FNPI 4z, SRV 4i, SRV 7b)	**922**	**922**	**4,350**	21%	21%
Total Utility Payments	**$ 731,999**	**731,999**	**$ 5,994,553**	12%	12%
Total Households Weatherized (FNPI4h, FNPI 4z, SRV 4q, SRV 7b, & SRV 4t) (Note: these numbers account for jobs completed for the month by the Wx team.)	**15**	**15**	**254**	6%	6%
Weatherized Homes (Note: The data represents work submitted to CSD for reimbursement - delayed by 2 months)	**Month**	**YTD**	**Goal**	**Month Progress**	**Annual Progress**
Total Households Weatherized	**0**	**-**	**200**	0%	0%
Total Weatherized Homes Payments	**0**	**-**	**2,677,067**	0%	0%

Explanation (Over/Under Goal Progress)

1) Weatherized Homes - this section will document what we submit to CSD for reimbursement which is different than the actual number of homes that the weatherization team completes as they are two separate processes, each with their own timelines. Will report January's numbers on next month's PRE report.
2) DOE BIL WAP contract work approval from CSD was received at the end of January 2024, hence no progress on this report yet.

Community Action Partnership of Kern
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Program Strategic Goals	Progress Towards Goal
1) Successfully implement online client self-application tool for Utility Assistance (UA) services.	Currently testing the application in Eastern Kern. This will be about a 3-4 month testing phase.
2) Effectively initiate and manage the City of Bakersfield - Transformative Climate Communities (TCC) grant, focusing on providing weatherization and solar services to residents in Southeast Bakersfield. This endeavor involves a collaborative partnership with GRID Alternatives and Kern Community College District (KCCD).	We are in the process of having meetings with the city and our project partners to confirm specifics of the program. It appears we will be starting this program in mid-2024.
3) Continue to build partnerships with community to fully administer the Low-Income Household Water Assistance Program (LIHWAP) grant.	Currently 97% of utility assistance funds are spent on this contract. 2 months left. We have two big community events planned before the contract is over to reach as many residents as possible.

Program Highlights
1) We are starting the new LIHEAP contract at the beginning of the new year; first time we've done this since pre-COVID. 2) In January, we hosted a number of physical LIHWAP events where clients were able to attend after normal business hours to receive immediate assistance with their water utility bills. 3) We passed our biannual CONSOL (weatherization) audit with no issues noted. We were advised that our team is very skilled and knowledgeable in the measures they are administering to the clients homes.

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Month	January-24		Friendship House Community Center (FHCC)
Division/Director	Fred Hernandez	**Program Manager**	Lois Hannible
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

Located in Southeast Bakersfield, the program serves children, adults, and families through after-school, summer and mentor programs, nutrition education, sports, access to social services, and more.

Youth Programs	Month	YTD	YTD Goal	Month Progress	Annual Progress
Youth Mentoring (FNPI 2c.2., FNPI 2c.3, SRV 2p) Reporting ends June 30, 2023	5	5	100	100%	5%
Summer Program (Max Capacity due to COVID) (SRV 2m)	N/A	N/A	35		
After School/Learning Pods Enroll (FNPI 2c.2., FNPI 2c.3, SRV 2p)	5	5	50	100%	10%

Medi-Cal Outreach	Month	YTD	YTD Goal	Month Progress	Annual Progress
Social media emails and impressions	4,207	4,207	15,000,000	1	0%
Canvasing phone calls and flyers	769	769	12,000	1	6%

California Violence Intervention Program (CalVIP)	Month	YTD
Incident Response (SRV 5w)	N/A	N/A
Outcome/Case Managed Families (SRV 7a)	N/A	N/A
Provided Food Assistance (SRV 7c)	2	2
Assisted with Energy/HEAP Services (SRV 7c)	1	1
Provided Assistance with Medi-Cal (SRV 7c)	N/A	N/A
Provided Mentoring Services (SRV 2p, 7c)	N/A	N/A
Deposit Payments (SRV 4d)	N/A	N/A
Temporary Housing Placements (SRV 4m)	N/A	N/A

Explanation (Over/Under Goal Progress)

In December of 2023, the FHCC CalVIP program was called upon by the City of Bakersfield to assist a family whose home was shot up in the middle of the night. Barely making it out alive, the family was without safe housing and bare necessities. CAPK and its CalVIP team worked swiftly to secure temporary housing for the family and to replenish basic necessities. Since this service was provided in mid-late December it was not included in the last report.

Program Strategic Goals	Progress Towards Strategic Goals
Plan and facilitate Friendship House (FHCC) Advisory Board fundraising event to benefit the Friendship House.	The FHCC Mixer & More fundraiser is scheduled for October 24, 2024. The first planning session with the FHCC Advisory Board was held Jan. 30, 2024.
Recruit and secure staffing for the Friendship House.	The FHCC hired an Outreach Worker and Program Educator for the CalVIP program and an Activity Specialist for the FHCC Afterschool Program. The FHCC will be fully staffed after these individuals complete new hire orientation.
Work with the CAPK Executive Team to increase the number of grants researched/submitted for the CAPK Friendship House.	The FHCC Program Manager assisted the CAPK Executive Team in submitting a grant application to The Women's & Girls fund and is working with the team to submit an application to Kern Heath Systems.

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Program Highlights
The CAPK Friendship House is offering free Zumba classes to the community every Thursday from 11am-12pm. Classes are taught by one of the best certified Zumba instructors in town. The FHCC has also partnered with the Bakersfield Police Department to provide a leadership Program for girls in grades 6-12th. Female Police Officers volunteer their time for this program to assist girls in the community with communication, behavioral, and leadership skills needed for a promising future.

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Month	January-24		Shafter Youth Center (SYC)
Division/Director	Fred Hernandez	**Program Manager**	Angelica Nelson
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The Shafter Youth Center (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	Month	YTD (unduplicated)	Goal	Month Progress	Annual Progress
Summer Program (SRV 2m) June/July	0	0	60	0%	0%
After School Program Enroll (FNPI 2c &SRV 2l) (hours of operation: 2-5pm; 1230p - 5pm for minimum day)	14	14	35	40%	40%

Community Programs	Month	YTD (unduplicated)
Fitness Boot Camp, Zumba and Adult Basketball (individual counts)	49	
Girls Scouts, Community Meeting Space, Dignity Mental Health Support, etc. (group count)	2	
On Site Collaboration: Energy, VITA, Food Bank	3	

Outreach Activities	Month	YTD	Goal	Month Progress	Annual Progress
Outreach Events (presentations/informational updates, distributions (e.g., food, diapers)	1	1	6	17%	17%

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress
1. Monitor and assess students' academic advancement through regular school progress and grade reports. Utilize the gathered data to refine and modify individual student learning plans.	Student report cards have been collected to begin grade analysis from previous grading periods
2. Improve the attainment of program funding to broaden the scope of program offerings. This involves working in partnership with the CAPK Foundation to integrate funding that facilitates the introduction of new services.	SYC has been working with CAPK Foundation to address and collaborate on meeting the needs of the facility and program

Research and implement programs and services to better serve youth in our programs	Staff has been researching different activities and program services to bring new innovation to our youth

Program Highlights

Shafter Youth Center was selected to receive an all expense paid trip to Hearst Castle. 18 kids and chaperones went on the trip to take part in STEAM sessions with State Rangers, tapestry lessons with State Guides and finally, the majestic tour of the castle.

Community Action Partnership of Kern

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Month	January-24	**Program/Work Unit**	Volunteer Income Tax Assistance (VITA)
Division/Director	Fred Hernandez	**Program Manager**	Jacqueline Guerra
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The Volunteer Income Tax Assistance (VITA) program provides free tax preparation and electronic filing services for individuals and families with low to moderate incomes. VITA also aids eligible clients in maximizing benefits from the Earned Income Tax Credit (EITC), thereby enhancing their tax returns and contributing to the local economy. All VITA services are delivered by IRS-certified staff and volunteers.

Completed Tax Returns (SRV 3o)	Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Federal	313	313	7,400	4%	4%
Social Security Number (SSN)	297				
Individual Taxpayer Identification Number (ITIN)	16				
State	311	311	7,400	4%	4%
Social Security Number (SSN)	295				
Individual Taxpayer Identification Number (ITIN)	16				

Refunds and Credits (SRV 3o)	Month	YTD
Federal Refunds	$416,792	$416,792
State Refunds	$113,037	$113,037
Federal Earned Income Tax Credit (EITC) *(income limit $63,398 household)*	$386,902	$386,902
California Earned Income Tax Credit (CalEITC) *(income limit $30,950/household)*	$60,089	$60,089
Total Refunds and Credits	**$976,820**	**$976,820**

Individual Taxpayer Identification Number (ITIN) (SRV 3o) Applications *(Note: duplicate of Federal Tax Returns Completed)*	Month	YTD	Goal Adjusted	Month Progress	Annual Progress
Applications (New/Renewal)	7	7	150	5%	5%

Explanation (Over/Under Goal Progress)

The difference in total returns done from federal to state can vary due to the needs of the client. Some clients do not have state filing information and return in later months.

Program Strategic Goals	Progress Towards Goal
Persist in fostering connections within rural communities to extend outreach and engage with a larger number of clients.	Attending multiple collaboratives in Kern, as well as providing presentations to agencies and their staff.

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Program Highlights
This month VITA was all about promoting the program and reaching new clients. We had the opportunity to interview on local tv news stations a few times this month. Alongside our interviews, we celebrated EITC day with local elected officials and the IRS in attendance for this special day. Check out: https://bakersfieldnow.com/news/eyewitness-mornings/as-tax-season-approaches-find-out-how-kern-county-workers-can-maximize-their-tax-refunds

Community Development

Grant Development
CAPK Foundation
Outreach & Marketing
2-1-1 Kern Call Center
CenterCommunity Schools Partnership Program (CSPP)

Community Action Partnership of Kern

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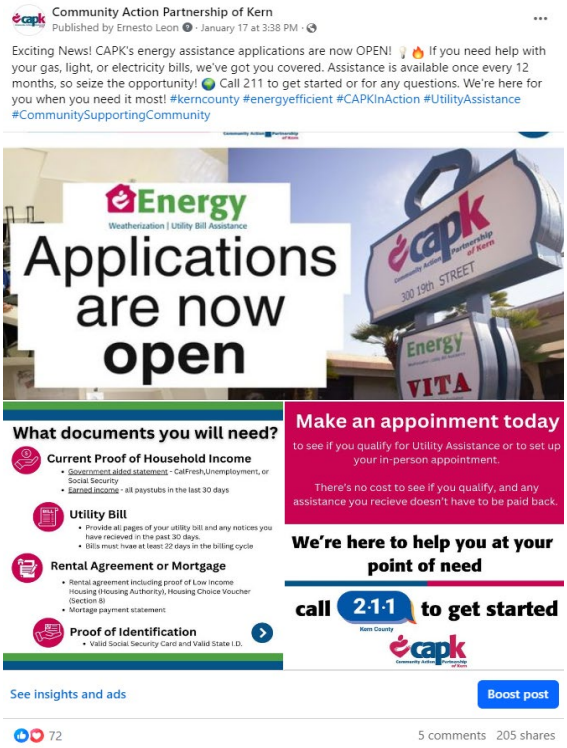
Month	January-24	**Program/**	Community Development
Division/Director	Pritika Ram	**Program Manager**	Catherine Anspach, Vanessa C. Mendoza, Savannah Maldonado-Oates
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The services under the Community Development Division range from fund and grant development/research to outreach and media/public relations, as well as new business development. This includes project management of agency level initiatives, such as the 2021-25 Strategic Plan and CAA-related plans, and special projects.

Outreach Social Media	Month	YTD	Annual Goal	Month Progress	Annual Progress
Website User Sessions	27,504	27,504	250,000	132%	11%
Facebook Impressions (i.e., number of times users see content)	145,000	145,000	1,250,000	139%	12%
Other Social Media Impressions	21,000	21,000	250,000	101%	8%

Highest Performing Post



https://www.facebook.com/capkern/posts/pfbid0HVS79aZW9HgwkgBbXGtMyvUn9Wy78WXhvciyR4CPcQUfKCktGDkGXfQiY7A1Uahel

27, 178 reach (how many inviduals saw this post)
1,730 engagements (how many people liked, shared, or commented on this post)
205 Shares (how many shared on their own profiles, which expanded our reach)

Outreach Special Projects

Working along CAPK Foundation to assist planning for Gourmet for Good Event
Participated as a panelist for a IRS EITC roundtable
Participating in KHEP steering Committee
Assisted Head Start program with the planning and execution of First Annual Fatherhood Conference 1/20/224
Continued planning for Staff development day
Hosted EITC awareness day and VITA Kick Off press conference with United Way, CSET, IRS, and elected officials 1/26/24
Hosted ribbon cutting for East Kern Family Resource Center in Mojave, Ca 1/29/24

Outreach team attended PACT monthly resource fair 1/17/24
Outreach team attended McFarland Water Bill Assistance Event 1/18/24
Outreach team attended Flu/Covid Clinic in McFarland with Building Healthy Communities 1/20/24
Outreach team attended resource fair/career day at Freemont Elementary School in Bakersfield 1/26/24
Outreach team attended Lamont Water Bill Assistance Event 1/30/24
Working with CAPK Energy team on finishing Water Bill Assistance Marketing Campaign Sunsetting 3/31/24
Outreach team attended Flu/Covid Clinic in Wasco with Building Healthy Communities 1/28/24
Outreach Advocacy
Added on our support to comments on the below Notice of Proposed Rulemaking (NPRM) in the Federal Register, Supporting the Head Start Workforce
Attended the State of the County Dinner to represent CAPK and connect with elected officials
Discussion with Assemblymember Dr. Jasmeet Bains office to host Co-partnered LIHWAP event in her constituent space.
Educated Assembly Fong's, Senator Grove's, Mayor Goh's, Assemblywoman Dr. Jasmeet Bain's, Supervisor Couch's, Congressman Valadao's office on the importance of EITC credits and hosted them at VITA kick off press conference
Educated Assembly Fong's, Senator Grove's, Scrivner's, and Assemblymember Lackey's off on the importance of the newly located EKFRC and hosted them at the ribbon cutting.
Provided support letter on behalf of MCAP for Proetus Inc. Support
Advocacy Watch-list
211 Infrastructure Act
Notice of Proposed Rulemaking (NPRM) in the Federal Register, Supporting the Head Start Workforce and Consistent Quality Programming
Farm Bill Package
2.2932 - Housing Access Act
H.R. 5934 Streamlining Federal Grants Act of 2023
Projects
The Diaper Distribution Demonstration Research Pilot (DDDRP) Program kicked-off its first diaper distribution in December and has participated in MyCOPA training through Cal CAPA. As of 1/5/24, 126 households have been enrolled to receive monthly diaper supplies.
In progress is the creation of a funding needs report for the food bank, with the goal of approaching local jurisdictions for funding support to sustain our services as revenues, including Cal Foods, conclude.

The CJF, formerly known as CERF, has released part 1 of the regional plan to the public, seeking community feedback. This document, prepared by UC Merced's labor center, serves as a comprehensive study on Kern County's current economic and workforce development status. The findings will be presented during the February Subregional meetings. This document is crucial in developing part 2, where strategies will be outlined that Kern can use for implementing projects and initiatives geared towards high-quality job creation. The governance council was officially sworn in on January 11th and have began attending biweekly trainings lead by RAND.

IRM trainings scheduled with MCAP and Friendship house were successful. No new trainings have been scheduled. IRM eligibility questions updates are in progress. A second phase of improvements will be brainstormed in February to roll out mini milestones for the new fiscal year.

Community Services Block Grant (CSBG)	Results Oriented Management & Accountability (ROMA)
January consisted of working with the programs on the FNPI and SRV data	One MCAP CAPK staff members graduated from the ROMA Implementers training in January of 2024.
Attended a CSBG training hosted by the National and State office.	

Foundation
Completed grant through American Heart Association to fund a refrigerated unit for the Food Bank.
Follow-up with potential sponsors for June event. Secured $79,500 to date.
Developed prospect list through our vendors to solicit for sponsorship for June Fundraiser.
Conducted presentation to Shafter Kiwanis.
Met individually with Directors to review specific prospects for outreach for June fundraising event.
Planned and executed Ribbon Cutting for East Kern FRC.
Attended Qgiv fundraising conference which allowed us to meet and share ideas with other fundraising professionals while learning to maximize the use of the Qgiv Platform.
Attended the State of the County Dinner to represent CAPK and connect with potential supporters.

Explanation (Over/Under Goal Progress)

Program Strategic Goals	Progress Towards Goal
Proactively identify and pursue new funding opportunities to support and enhance our organization's mission and projects.	Staff continues to use grantstation, the California Grants Portal, and grants.gov to research prospective funding opportunities. Through these efforts, staff found the Stuart C. Gildred foundation that support nutrition/health initiatives. A letter of interest has been submitted for CalFresh Healthy Living.
Dedicate the upcoming year to thorough planning efforts, ensuring the successful completion of the new five-year strategic plan.	The team is currently drafting an RFP for consulting services. We will hire a consultant that can facilitate our planning efforts for the new Strategic Plan.

Increase trust among elected officials, partner agency leaders, and corporate partners in CAPK as a partner-of-choice for implementation of anti-poverty and comms development programs. Raise awareness among civic influencers of poverty and CAPK's work to help families achieve self-sufficiency. Raise awareness among low-income residents of CAPK's programs that can help families and individuals in need.	All 3 goals have been implemented into the strategy of all campaigns.
Launch the Virtual Food & Hygiene Drive Campaigns and introduce them to donor prospects to supplement physical drives. Working in conjunction with the Marketing & Outreach Team, pilot the Food Bank Apple Wall Campaign, increasing donations for the program. Establish the Inaugural Signature Fundraiser, Gourmet For Good, increasing awareness for the Foundation and raising unrestricted funds for general operating support. Continue to grow the Annual Appeal Campaign adding a planned digital advertising component to increase donor reach.	In Progress

Program Highlights

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	Program/Division	2-1-1 Call Center Program
Division/Director	Pritika Ram	Program Manager	Sabrina Jones-Roberts
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The 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. The 2-1-1 Kern has a database of 1,000 social service agencies that are available to the public through the 2-1-1 Kern Online Resource Directory at www.211KernCounty.org. The program has nearly 20 years of experience in providing and linking community members to vital services, and currently serves multiple communities in the Central Valley including Kings, Tulare, Stanislaus, Fresno, and Madera through the United Way partnerships.

Most Requested Services	Homeless Diversion Programs	Food Pantries	Utility Service Payment
Top 3 Unmet Needs	Food Stamps	Rent Payment Assistance	Homeless Shelter

Information and Referral Services Calls Handled (SRV 7c)	Month	YTD	Annual Goal	Month Progress	Annual Progress
Kern County	7340	7,340	90,000	8%	8%
Kings County	288	288	4,000	7%	7%
Tulare County	1078	1,078	10,000	11%	11%
Stanislaus County	863	863	10,000	9%	9%
Fresno & Madera	3086	3,086	20,000	15%	15%
Merced & Mariposa	71	71	900	8%	8%
Total I&R Calls Handled	**12,726**	**12,726**	**134,900**	**113%**	**9%**
Average Wait Time	**1:03**				
Average Handle Time	**5:05**				

Staffing vs. Call Volume	Current Staff	Staff Needed Per Call	Staff Over/ Short
2-1-1 staff designated for calls handled across all counties contracts with the expectation of 42 calls per staff for an 8-hour shift.	16	22.5	**(6.48)**

Grant Funded Services	Activity	Month	YTD	Annual Goal	Month Progress	Annual Progress
CalFresh Application (SRV 3l & 7c)	62	24	24	300	100%	8%
Medi-Cal Application (MNP) (SRV 3h & 7c)	32	21	21	100	100%	21%
Medi-Cal Redetermination- KP (SRV 3h & 7c)	0	0	0	70	0%	0%
First 5 Help Me Grow (HMG) Ages & Stages New Children Screened (SRV 5c)	199	36	36	300	100%	12%

2-1-1 Website Visitors	Month	YTD	Annual Goal	Month Progress	Annual Progress
Duplicated Visitors *(i.e., accessing 2-1-1 e-services and database resources)*	20,396	20,396	225,000	9%	9%

Other Calls	Month	YTD
LIHEAP (SRV 7b)	4857	4,857
Utility Assistance Calls- Discount Internet or Utility	696	696
Mental Health	392	392
Food-related Calls	1,540	1,540
Housing and Homelessness Calls	2,371	2,371

Health and Human Service Referrals	2,148	2,148	
Total Other Services	12,004	12,004	

Explanation (Over/Under Goal Progress)

The program is currently on track to meet its goal expectations and will be monitored for throughout for increment changes. The call volume support required and staffing ratio has been determined by trends identified by recent call demands of the program.

Program Strategic Goals	Progress Towards Goal
1. Enhance recruitment initiatives to attract and hire well-qualified candidates.	The program seeks to captivate skilled candidates through internal Human Resources and external Staffing Agency recruitment efforts. The program aims to continue offering competitive wages, language fluency and competency incentives, and opportunities for growth.
2. Enhance employee retention and foster opportunities for professional growth.	2-1-1 is staffed with 19 Full Time and 3 temporary Information and Referral (IR) Specialists; 2 of which transitioned on 1/22/24. The program enriches employees through strategic schedule planning, honoring traditions, and celebrating achievements or milestones. The program offers opportunities for professional development and an incentive for IR's who obtain certification as a Community Resource Specialist. The Program is experiencing growth and anticipates onboarding a Program Specialist on 2/5/24.
3. Focus on retaining current contracts, such as those with United Ways, and explore growth opportunities to enhance the impact on clients.	2-1-1 aims to achieve strengthened partnerships by effectively communicating, and meeting with partners and contract grantors to share performance data and discuss progress relative to its objectives, deliverables, and goals. The program is consistently working on meeting the reporting expectations of all funding sources and maintaining a trusting relationship to increase the opportunity for existing contracts to be retained.

Program Highlights

2-1-1 Kern has been in business for 17 years and ongoing. The program has become stabilized in recent months and nearly functioning to its capacity to meet overall call demands. The wait times and handle times experienced by callers has improved as the community has the ability to access a Call Specialist in reasonable time. National 2-1-1 Day will be honored by the program in the month of February.

Community Action Partnership of Kern

Monthly Report 2024

Month	January-24	**Program/Work Unit**	Community School Partnership Program
Division/Director	Sabrina Jones-Roberts	**Program Manager**	Que'Mesha Banner
Reporting Period	January 1, 2024 - December 31, 2024		

Program Description

The Community School Partnership Program (CSPP) provides direct wrap around case management to student-families enrolled within Bakersfield City School District's (BCSD) Community Schools. CSPP is designed to receive referrals from the community schools' Multi-Tiered System of Support and Family and Community Engagement (FACE) Liaisons. The program links student-families to community-based services addressing food insecurities, housing stability, or other related basic services. The program is modeled after the Four Pillars of a successful Community School designed to mitigate academic and social impacts of emergencies affecting its local communities and improve school responsiveness to student and family needs.

Additional Requested Services	Clothing	VITA	Resume Building
BCSD Referral Type	M.T.S.S (0)	F.A.C.E (26)	OTHER (45)

Direct Services	**Month**	**YTD**	**Annual Goal**	**Month Progress**	**Annual Progress**
Families referred to Program (SRV 7c) One-time services	71	71	650	11%	11%
Families Receiving Case Management Services (SRV 7a)	20	20	488	4%	4%
Results-Oriented Management and Accountability (ROMA) Assessment	**Month**	**YTD**			
Families that completed Pre-assessment	21	21			
Families that completed Post-assessment	2	2			
Internal Referral Services (SRV 7c)	**Month**	**YTD**			
Total Families referred internally for Food and Nutrition (2-1-1 or CalFresh)	12	12			
Total Families referred internally for Housing (CES)	10	10			
Total families referred for Employment Resources (2-1-1 or external)	6	6			
Total Families referred internally for Childcare (Head Start)	4	4			
Total Families referred internally for Utility Assistance (Energy)	7	7			
Total Families referred to Friendship House afterschool/ mentorship program	3	3			
Families Receiving Emergency Food Boxes through CAPK Food Bank Pantry Partnership (SRV 5jj)	23	23			
Home Visits (SRV 2cc)	5	5			

Community Action Partnership of Kern

Monthly Report 2024

Explanation (Over/Under Goal Progress)	
Communtity Schools Partnership Program is in the 6th month of the 2023-2024 academic year. The program is fully staffed and has one case manager assigned to each school site. BCSD returned from winter break on 1/8/24. The case managers continued to work at their school sites during that time with minimal in-person meetings with parents, per Principal request due to lack of support staff onsite. Case managers were prepared to get parents re-engaged after the two-week break by being more visible around their schools, displaying program banners, and providing program information and flyers.	
Program Strategic Goals	**Progress Towards Goal**
1. Elevate program standards and effectiveness by providing a minimum of 3-months and up to one year of case management services to families referred to program and ensure the case management flow chart is being followed and conducted promptly.	Case Managers (CM) need improvment with family engagement in order to follow the case management flow chart thoroughly. Program Supervisor and CM's attended Motivational Interviewing training (First 5), which is a goal-oriented style of communication to strengthen motivation and illicit change talk. This will help CM's use the correct approach when working with their families on setting goals.
2. Implement Specific, Measurable, Achievable, Relevant, and Time-Bound (SMART) goals with participating families based on their needs outlined in ROMA assessment to reduce barriers and increase successful outcomes.	Case Managers continue to use the Family Goal Plan with SMART goals and action steps. Case managers are to conduct 30-60-90 day follow-ups with parents to monitor progress and/or stagnation.
3. Increase access to housing support and financial educational opportunities for families experiencing or at-risk of homelessness.	CSPP is collaborating with Chase Bank Community Manager to provide financial education courses to community school parents. The first session is scheduled to launch in February 2023 at Stella Hills Elementary School.
Program Highlights	
The program launched it's first program banner and put them up for display at each school site.	

Application Status Report
January 2024

Name	Description	Funder	Amount Requested	Amount Awarded	Decision Date	Status
Incentive Payment Program	Housing services for housing insecure community members of Ridgecrest. Oasis FRC applied for a classroom structure for housing services and staff to operate the program. Abandoned: Leadership decided to abandon our Oasis application to focus on an East Kern FRC application only.	Kern Family Health Care (KFHC)	$ 1,200,000.00	$ -		Abandoned
Incentive Payment Program	Housing services for housing insecure community members of East Kern. EKFRC will provide Housing navigation services, assistance with housing deposits, and housing sustainability services.	Kern Family Health Care (KFHC)	$ 355,000.00	$ -		Pending
Children and Youth Behavioral Health Initiative	*CAPK will be a subcontractor under United Way. Projects will address mental health issues, particularly among children and youth. In partnership with UW, CAPK will engage Wasco High School students in mental health initiatives including student-led campaigns to reduce stigma, increase awareness of services, and promote health-seeking behaviors.	California Department of Public Health (CDPH)	$ 140,000.00	$ -		Pending
Road to Resilience	This opportunity will provide at-home case management services to pregnant women with a history or current relationship with substance use.	California Department of Social Services (CDSS)	$ 600,000.00	$ -		Pending
Dollar General Literacy Fund	Applied for $3000 to support SYC's summer reading program	Dollar General	$ 3,000.00	$ -		Pending
Healthy Refrigeration Grant	CDFA will fund energy-efficient and climate-friendly refrigeration and freezer equipment in corner stores, small businesses, and food donation programs in low-income or low food access areas throughout the state. New units are to stock California-grown fresh produce, nuts, eggs, meat, dairy, minimally processed, and culturally appropriate foods. The purpose of the program is to improve access to healthy foods in underserved communities, while promoting CA-grown agriculture.	California Department of Food and Agriculture	$ 76,336.98	$ 76,336.98	1/2/2024	Awarded
Stater Bros Charities Grants	Taking applications from nonprofits making a positive impact in our Southern California communities with a focus on hunger relief, childrenâ€™s well-being, education, health, veterans and active service members, and pet well-being. Funds would go to providing a food and nutrition based curriculum to the First 5 Play and Learn program housed in the Mojave Elementary School.	Stater Bros. Charities	$ 2,500.00	$ 2,500.00	1/26/2024	Awarded
One-Time State Funding for Homeless Housing, Assistance and Prevention Program (HHAP 3 & 4)	Diversion Program, Landlord Incentives, Family/Individual Hotel Rural Program, Rural Drop-in Center, Head Start Transportation	Bakersfield Kern Regional Homeless Collaborative	$ 300,000.00	$ 300,000.00	1/29/2024	Awarded

Application Status Report
January 2024

Community Partnership Award	The National Community Action Partnership would like to bring to your attention an exciting opportunity being offered by one of our endorsed vendors, Mutual of America. Each year, the Mutual of America Foundation sponsors a national competition in which hundreds of organizations demonstrate the value of their partnership to the communities they serve, their ability to be replicated by others and their capacity to stimulate new approaches to addressing significant social issues. In total, six organizations will be honored with a Community Partnership Award.	Mutual of America Foundation	$ 100,000.00	$ -	1/8/2024	Denied

Other Funding Opportunities

Name	Description	Funder	Amount Requested	Amount Awarded	Decision Date	Status
GusNIP	NIFA requests applications for the GusNIP Produce Prescription Program to conduct projects that demonstrate and evaluate the impact of fresh fruit and vegetable prescriptions to (1) increase procurement and consumption of fruits and vegetables, (2) reduce individual and household food insecurity, and (3) reduce healthcare usage and associated costs. Through this grant, CFHL will support the lead entity (REACH) with survey creation, data collection, and data analytics. CFHL services will be in-kind.	US Department of Agriculture (USDA)	$ -	$ -		Pending

Community Action Partnership of Kern
Funding Profile

Funding Information			
Funding Type	State	**CAPK Program**	Shafter Youth Center
Funding Agency	California Department of Public Health United Way of Kern	**Project Name**	Children and Youth Behavioral Health Initiative (CYBHI)
CFDA	N/A	**Target Population**	Wasco High School Students
Reapplication (Y/N)	N	**Number to be served**	TBA
Estimated Request	$ 140,000	**Division Director**	Freddy Hernandez
Award Period	2024-2026	**Program Manager**	Angie Nelson

Project Goal (One sentence goal statement)

Through a collaborative with United Way of Kern, the lead in this grant application, CAPK will implement campaigns focused on mental health, reducing stigma, increasing awareness, and promoting help-seeking behaviors that enhance behavioral health literacy in Kern's rural communities.

Project Description (Brief one paragraph description)

Through this proposal, CAPK will support United Way of Kern's mental health initiatives by hiring a Community Outreach Worker stationed at Wasco High School. This individual will play a crucial role in facilitating student-based mental health campaigns. They will collaborate with various stakeholders, including students, faculty, and external organizations, to develop and implement targeted strategies that promote a positive and supportive mental health environment within the educational institution. Students will be well-informed about accessing mental health resources and have the opportunity to meet with specialists who have established partnerships with the school, ensuring comprehensive support is readily available.

Estimated Budget Summary

The outreach specialist will operate within a two-year budget of $140,000, overseen by Angie Nelson, Shafter Youth Center Manager. The majority of the budget will be allocated to personnel and fringe expenses, with additional funds earmarked for space allocation at the youth center, supplies essential for student campaigns, and necessary travel expenses to and from Wasco High School. This financial plan reflects a strategic allocation of resources to maximize the impact of mental health initiatives and student support efforts.

Recommendation

Staff recommends approval to submit the funding application and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.

Approvals:

Freddy Hernandez	02/01/2024	Tracy Webster	02/01/2024
1. Division Director	Date	4. Chief Financial Officer	Date
Pritika Ram	02/01/2024	Jeremy T. Tobias	02/02/2024
2. Chief Business Development Officer	Date	5. Chief Executive Officer	Date
Louis Gill	02/01/2024		
3. Chief Program Officer	Date		

Date Presented / Approved:

PRE Approval: _____ B&F Approval: _____ Executive Approval: _____ Board Approval: _____

Community Action Partnership of Kern
Small Funding Request ($50,000 or less per year)
January 2024

Funding Type	Federal	**CAPK Program**	CalFresh Healthy Living
Funding Agency	United States Department of Agriculture	**Project Name**	The Gus Schumacher Nutrition Incentive Program Produce Prescription Program
CFDA	10.331	**Target Population**	California City Residents
Request	N/A	**Division Director**	Susana Magana
Award Period	2024-2027	**Program Manager**	Alan Rodriguez
Description	CAPK will support R.E.A.C.H, a local non-profit, in their application as the lead entity for the GusNIP Produce Prescription Program grant for the FY 2024 cycle by providing in-kind support. The application will focus on prescribing fresh fruits and vegetables to enhance overall well-being of California City residents. As a partner, CAPK's CFHL will support the partnership with the collection and analysis of participant-level surveys, and data evaluation.		

Funding Type	Private	**CAPK Program**	Oasis Family Resource Center
Funding Agency	Believe in Reading	**Project Name**	Grants for Literacy Programs
CFDA	N/A	**Target Population**	Nonprofit organizations that teach, improve, or encourage reading
Request	$3,000	**Division Director**	Freddy Hernandez
Award Period	1 Year	**Program Manager**	Eric Le Barbe
Description	CAPK will invest grant funds in purchasing books to support the 0-5 children population at our center. This initiative aims to distribute the books to approximately 200 children, with a priority given to those enrolled in the First 5 and Home Visiting Program. By offering a diverse range of quality books, CAPK will nurture cognitive and literacy skills, fostering a love for reading and laying the groundwork for lifelong learning in these young minds.		

Funding Type	Nonprofit	**CAPK Program**	Oasis Family Resource Center
Funding Agency	First 5 Kern	**Project Name**	Oasis Baby Shower
CFDA	N/A	**Target Population**	Expecting mothers
Request	$5,000	**Division Director**	Freddy Hernandez
Award Period	June 2024-May 2025	**Program Manager**	Eric Le Barbe
Description	Project funds will be utilized to purchase baby supplies for 20 low-income pregnant women in Ridgecrest.		

Community Action Partnership of Kern
Small Funding Request ($50,000 or less per year)
January 2024

Funding Type	Private	**CAPK Program**	East Kern Family Resource Center
Funding Agency	Bank of America	**Project Name**	Economic Mobility focused on the needs of individuals and families
CFDA	N/A	**Target Population**	At-risk families and homeless in East Kern
Request	$20,000	**Division Director**	Freddy Hernandez
Award Period	2024-2025	**Program Manager**	Annita Saavedra
Description	Funds for purchasing supplies to support family stabilization and those at-risk of homelessness at East Kern Family Resource Center		

Funding Type	Private	**CAPK Program**	Food Bank
Funding Agency	Better Food Policy	**Project Name**	Better Food Policy Funds
CFDA	N/A	**Target Population**	This values-based fund exists to support local, regional, or tribal groups who are working in the US to effect better food policy through civic collaboration.
Request	$30,000	**Division Director**	Susana Magana
Award Period	2024-2025	**Program Manager**	Kelly Lowery
Description	Blue Zones Project Bakersfield, CAPK, and United Way of Central Eastern California are coming together to reestablish a food policy council to support a thriving, resilient food system for our community. Better Food Policy Funds will support financing a consultant to spearhead the development of the council by overseeing meetings, agendas, and participation from leads and council members, ensuring effective management and coordination of the council's activities.		

Recommendation	Staff recommends approval to submit the small funding application(s) up to $50,000 per year and authorize the Chief Executive Officer to execute the contract if awarded, and any subsequent amendments throughout the duration of the contract term.

Date Presented/Approved

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

Community Action Partnership of Kern
Monthly Report 2024

Month	January-24	Program/Work Unit	Head Start & Early Head Start
Division/Director	Head Start/State Child Development Division/ Yolanda Gonzales	Enrollment and Attendance Manager	Carol Hendricks
Reporting Period	January 1, 2024 - January 31, 2024		

Program Description

Head Start provides high-quality, early childhood education to children ages zero to five years old through part-day, full-day, and home-based options. The program has a holistic approach, not only addressing the needs of the child but teaching parents to become advocates and skilled providers for their children through its Parent Policy Council and Family Engagement programs. CAPK offers Head Start and Early Head Start services throughout Kern and San Joaquin counties.

Early Head Start (ages 0-3) (FNPI 2a, 2b, 2c, 2c.1,2d, SRV 2b, 7a)	Month	Target	Annual Goal	Annual Progress	Closed Classrooms Slots
Reportable/Funded Enrollment (14 fully closed classrooms/1 partially closed classroom)	578	829	829	70%	122
Disabilities	20%	10%	10%	195%	n/a
Over Income 101%-130% (up to 35%)	25	n/a	n/a	4%	n/a
Over Income 131% up (up to 10%)	45	n/a	n/a	8%	n/a

Head Start (ages 3-5) (FNPI 2a, 2b, 2c, 2c.1,2d,SRV 2b, 7a)	Month	Target	Annual Goal	Annual Progress	Closed Classrooms Slots
Reportable/Funded Enrollment (13 fully closed classrooms)	902	1242	1242	73%	232
Disabilities	5%	10%	0	52%	n/a
Over Income 101%-130% (up to 35%)	35	n/a	n/a	4%	n/a
Over Income 131% and up (up to 10%)	49	n/a	n/a	5%	n/a

Home Visiting Program (SRV 2cc, 7a)	Monthly	Year-To-Date	Annual Goal (Contract Limit 400)	Annual Progress	
Enrollment	235	306	312	98%	

Central Kitchen	Total Number Prepared	Breakfast	Lunch	Snack
Meals and Snacks	55,430	20,879	17,194	17,357

Child and Adult Care Food Program (CACFP) (Note: The data represents information from December 2023)	Total Meals Delivered	Meals Allocated (CACFP/HS)	# of Meals Served	% of Meals Served
Meals and Snacks (SRV 5ii)	54,445	21,275/33,170	28,646	69%

Household Services	Month	YTD
Eligibility Determination (SRV 7b)	134	134
Total Community Services	**134**	**134**

Explanation (Over/Under Goal Progress)
Due to being understaffed and pending licenses at four centers, it has contributed to being under enrolled; however, the classrooms that are closed at Harvey Hall and Sterling centers are pending licensing and can be opened once approved. In the month of January, staff received their wage increase based on the wage comparability study. Additionally, an application clinic was held at the Enrollment and Attendance office where 34 families completed applications for enrollment over a three-day span. Further, any center under 85% enrolled provided a Plan of Action to reach full enrollment and increase their waitlist. In collaboration with the Enrollment and Attendance department, recruitment efforts were conducted to increase enrollment and the waitlist at the designated centers.

Program Strategic Goals	Progress Towards Goal
1.) Workforce	Objective: Develop a structured onboarding process that introduces new employees to the organization's culture, values, and expectations. Provide them with the necessary tools, resources, and training to quickly integrate into their roles. Progress: A newly instituted hiring process has been established to offer newly onboarded indiviuals a deliberate and strategic approach tailored to their positions.

Program Highlights
1. Training was provided on primary caregiving philosophy and developed an implementation plan for center-based centers. 2. "You Can Make a Difference" Ready Rosie workshops were presented at two SJC centers. 3. Community Medical Group had a dental clinic at the California Street Center on 1/30/2024 where center and home-based children received prophylaxis, fluoride treatment, and oral hygiene instruction for families. 4. El Concilio presented a virtual workshop for staff on Healthy Habits and Mental Health. 5. Flyers were distributed at WIC offices, Manteca Library, Escalon Library, Food Bank, Bethel Kids Dental, Cesar Chavez Library, and Community Medical Center. 6. A contract with the Department of Motor Vehicles was approved at the F Street location in Bakersfield, Ca. A Head Start Commercial and Staff Recruitment information, along with the CAPK Head Start logo is on a loop. We are under contract for the next 12-months. 7. The First Annual Family Engagement/Fatherhood Conference was held at Hodel's on January 20, 2024. 8. The Health team conducted many hearing and vision screenings on preschool children around Kern County at Ridgecrest, Lamont, Taft, Delano, and centers in Bakersfield. 9. Dual Language Training has been offered to all Early Head Start teaching staff. 10. On January 31, 2024, the Rosamond center had an unannounce visit from Palmdale Community Care Licensing today and no defeciencies were reported. 11. The program successfully submitted the Preschool Language Information System (PLIS) quarterly report on January 20, 2024. The CSPP (California State Preschool Program) report collects data on dual language learners including multilingual learners, language characteristics of preschool programs and language composition of staff. The program received notification by the California Department of Education that the California State Preschool (CSPP) Contract Monitoring Review for Fiscal Year 2023-24 has been cancelled.

DATE	February 21, 2024
TIME	12:00 pm
LOCATION	CAPK Administrative Office 1300 18th St., 3rd Floor Bakersfield, CA 93301

Budget & Finance Committee Minutes

1. **Call to Order**

   Committee Chair Michelle Jara-Rangel called the meeting to order at 12:04 pm 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: Michelle Jara-Rangel, Denise Boshers, Mia Cifuentes (left at 12:59 pm), and Fatima Echeverria

   Others present: Jeremy Tobias, Chief Executive Officer, Tracy Webster, Chief Financial Officer; Emilio Wagner, Chief Facilities & Technology Officer, Louis Gill, Chief Program Officer, Pritika Ram, Chief Business Development Officer; and 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 2023 – Tracy Webster, Chief Financial Officer – ***Info Item***

      Tracy Webster presented the above info item and provided a summary of the attached reports and noted that nine months have expired for the budget year.

   b. Annual Budget for Fiscal 2024/2025 – Tracy Webster, Chief Financial Officer - ***Action Item***

      Tracy Webster presented the above action item and noted that the budget is being presented using the functional categories described in the staff memo with the program services and support services budgeted for an amount of $117,408,059. Tracy also noted that the annual budget for 2024/2025 is 7.9% less than the prior year, primarily as a result of the capital construction costs that were budgeted in the prior year and have concluded.

      For the five support divisions, the budget is $9,899,096, and the Indirect Budget is $13.5% greater than the prior year with 75.5% of the Indirect Budget being allocated for personnel costs, and 26.5% allocated for operating costs. Tracy also noted that the FY 2024/2025 budget marks the 9th year CAPK has used the 10% Indirect cost rate.

Denise Boshers asked if the Nutrition "non-grant" revenue is directly tied to the Foundation Budget. Tracy said there are some donations outside of the Foundation Fundraising that are specifically directed to CAPK or the Food Bank. Jeremy Tobias added that it is difficult to budget against the Foundations future fundraising estimates, as it's an unknown amount, but in the case of the Food Bank, we have come to anticipate a certain level of donations that are generated each year and it is fairly steady, so we are comfortable budgeting against it.

Denise asked if management does a good job tying strategy to budget. Jeremy said that the staff does a good job overall and mentioned that CAPK has been recognized at the National Conference for our strategic plan and how we use it.

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

c. Head Start Expenditure Authorization Needs – Jerry Meade, Head Start & Early Head Start Assistant Director - ***Action Item***

Jerry Meade presented the above action item and provided details about the new consolidated working environment at the new Administrative Building at 1300 18th Street and the numerous benefits to having staff working in one location. Head Start and Operations worked with Indoff to provide the best options to utilize current furnishings as well as new workspace furniture. We are utilizing a lot of cubical space in our new layout, so we must purchase the cubical modules. There will be 5 conference/training rooms as well as indoor/outdoor employee break areas.

Jerry explained that coming from office only working environments or hybrid home/office environment there was a lot of planning and effort put into the functionality of the floor plan. This plan provides room to grow and includes working pods to allow groups to be seated together for better efficiency. The breakdown of cost comes to an average of about $3,500 per employee.

Fatima Echeverria asked about the term, "Not in Quote" that is noted in several places on the diagram. Jerry explained that term was used for different areas of the floor plan that are not a part of Head Start and those areas are not being referenced in the quote.

Michaelle Jara-Rangel asked if the 5 conference rooms were necessary. Jerry Meade replied, very much so and said staff are currently utilizing all different kinds of free space to meet in groups, with clients and their respective teams. The rooms will be used for training as well as meeting rooms.

Mia Cifuentes asked if there is a lactation room on the floor. Jeremy Tobias replied that there are lactation rooms on both the 2nd and 3rd floors.

Michelle Jara-Rangal requested more clarification of some of the specific furnishing items, and asked if there will be a Head Start budget revision coming up to include this cost. Jerry Meade stated there would be, likely in March.

Motion was made and seconded to approve staff's recommendation. Carried by a vote of 3 in favor and 1 abstention by Michelle Jara-Rangel (Boshers/Cifuentes).

d. 2024-25 Blanket Purchase Order for Food Bank, Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster presented the above action item on Kelly Lowery's behalf and provided clarification on why blanket purchase orders are necessary to support the purchase of supplemental food for CAPK's agency partners. The food procurement for the pantry program is supported with grant funding and this request is specifically to request approval of the 4 blanket purchase orders, all of which exceed the authority extended to the Chief Executive Officer.

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

e. Mount Vernon Lease – Emilo Wagner, Chief Technology & Facilities Officer - ***Action Item***

Emilio Wagner presented the above action item as lease of a new maintenance and operations facility and emphasized the need for new warehouse space due to the Central Kitchen moving into the current warehouse location. This space meets current size requirements and is priced reasonably compared to current market rates.

Michelle Jara-Rangel asked if the space will be shared with the Weatherization program. Emilio replied not at this time, but CAPK is looking at future ways to combine programs and space requirements for potential cost savings.

Michelle asked if the monthly rent is in the current budget. Tracy Webster said that yes, the rental amount is being accounted for in the budget.

Denise Boshers asked if there are any renovations needing to be done. Emilio Wagner answered only minor electrical work to accommodate their needs.

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

f. Blanket Purchase Order for Sysco & Central Sanitary Supply / Brady IFS, Louis Gill, Chief Programs Officer – ***Action Item***

Louis Gill presented the above action item for annual blanket purchase orders for the Central Kitchen.

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

g. Board Check Signing Policy – Tracy Webster, Chief Financial Officer – ***Info Item***

Tracy Webster presented the above info item and explained the reasoning for the requested changes. Tracy reported that the amount of check processing in AP has increased substantially over the last few years. The

demand for termination checks has increased and with the current system policy, it is not sustainable. Tracy emphasized that controls are already in place. This item is being presented as an Info Item for the Committee's review and to provide an opportunity to ask questions before the item is brought back for action. Eventually, if approved, it will be included in the official Accounting and Financial Policies Manual for Board approval.

h. December 2023 Financial Reports – Tracy Webster, Chief Financial Officer – ***Action Item***

Tracy Webster reported the agency did not require a draw from the line of credit during the month of December and provided updates on Central Kitchen, CMAP, and center-based programs (CSPP, CMIG and CCTR). Tracy also noted that the Finance Division has two vacancies and is currently working with SageIntact on the upcoming accounting software platform conversion, which is expected to go live in March.

The agency expenditures are currently at 83% for the year, which is aligned with the goal of $83.3%. The Indirect Fund budget to actual report for November month end showed that revenue is in excess of expenditures by $2,001,476, which is 130.6% of the budgeted indirect surplus. Overall expenditures are $77% of the budget and less than the target of 83.3% (10 of 12 months)

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

i. Contract Renewal for Continue Funding of Medi-Cal Health Navigator Project – Sabrina Jones Robert, 211 Program Administrator – ***Action Item***

Sabrina Jones-Roberts presented the above action item on behalf of Lois Hannible and informed the committee that the contract is a continuation of previous contracts approved over the last several years. The current contract expires in June 2024 and staff is seeking approval of the 2024-2025 contract.

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

Committee Member Comments

No comments.

Next Scheduled Meeting
12:00 pm
Wednesday, March 20, 2024
CAPK Administration Office
1300 18th St., 3rd Floor
Bakersfield, CA 93301

Adjournment

The meeting was adjourned at 1:20 pm.

MEMORANDUM

To: Budget and Finance Committee

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

Date: February 21, 2024

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

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

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

Base Funds

Overall expenditures are 69% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 100% of the budget.

Carryover Funds

Overall expenditures are 53% of the budget.

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

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

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

Prepared 02/06/2024

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,442,036	6,994,378	2,447,658	74%	26%
FRINGE BENEFITS	3,650,298	1,739,458	1,910,840	48%	52%
TRAVEL	70,000	12,369	57,631	18%	82%
EQUIPMENT	-	-	-		
SUPPLIES	744,041	798,446	(54,405)	107%	-7%
CONTRACTUAL	171,839	171,839	-	100%	0%
CONSTRUCTION	-	-	-		
OTHER	4,036,858	2,718,081	1,318,777	67%	33%
INDIRECT	1,752,938	1,260,218	492,720	72%	28%
TOTAL BASE FUNDING	**19,868,010**	**13,694,789**	**6,173,221**	**69%**	**31%**
TRAINING & TECHNICAL ASSISTANCE					
TRAVEL	41,904	41,904	-	100%	0%
SUPPLIES	23,986	23,986	-	100%	0%
CONTRACTUAL	22,800	22,800	-	100%	0%
OTHER	72,752	72,752	-	100%	0%
INDIRECT	16,144	16,144	-	100%	0%
TOTAL TRAINING & TECHNICAL ASSISTANCE	**177,586**	**177,586**	**-**	**100%**	**0%**
CARRYOVER					
PERSONNEL	216,462	96,000	120,462	44%	56%
FRINGE BENEFITS	8,000	8,000	-	100%	0%
TRAVEL	25,133	-	25,133	0%	100%
SUPPLIES	53,386	53,386	-	100%	0%
EQUIPMENT	314,100	-	314,100	0%	100%
CONSTRUCTION	1,000,000	643,556	356,444	64%	36%
CONTRACTUAL	4,505	1,183	3,322	26%	74%
OTHER	165,483	165,483	-	100%	0%
INDIRECT	49,259	-	49,259	0%	100%
TOTAL CARRYOVER	**1,836,328**	**967,608**	**868,720**	**53%**	**47%**
GRAND TOTAL HS FEDERAL FUNDS	**21,881,924**	**14,839,983**	**7,041,941**	**68%**	**32%**

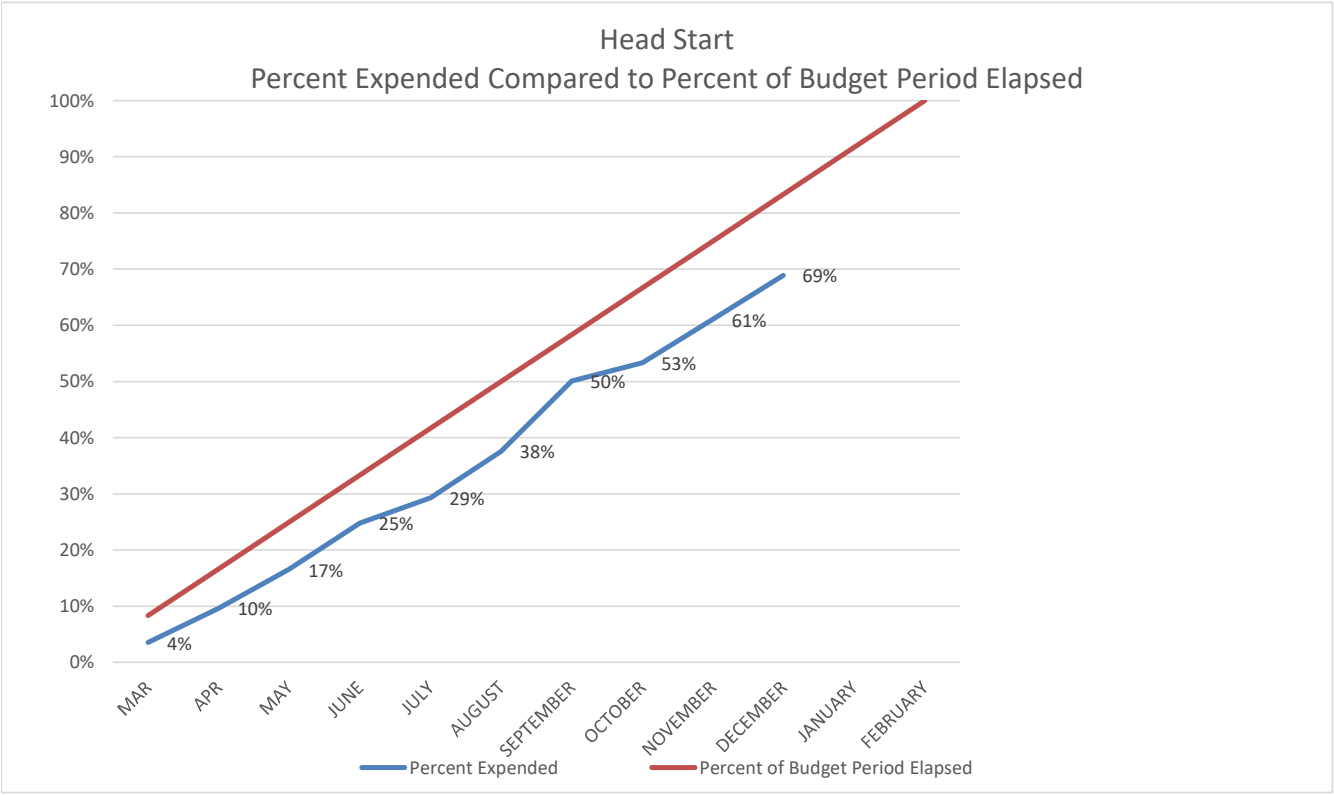
HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

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

Budget reflects Notice of Award #09CH011132-05-02
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2023
Administrative Cost for HS and EHS Combined **6.4%**

Agency-Wide Credit Card Report

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


Head Start
Percent Expended Compared to Percent of Budget Period Elapsed
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
4%
10%
17%
25%
29%
38%
50%
53%
61%
69%
MAR
APR
MAY
JUNE
JULY
AUGUST
SEPTEMBER
OCTOBER
NOVEMBER
DECEMBER
JANUARY
FEBRUARY
Percent Expended
Percent of Budget Period Elapsed

MEMORANDUM

To: Budget and Finance Committee

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

Date: February 21, 2024

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

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

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

Base Funds

Overall expenditures are 70% of the budget.

Training & Technical Assistance Funds

Overall expenditures are 74% of the budget.

Carryover Funds

Overall expenditures are 31% of the budget.

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

Prepared 02/06/2024

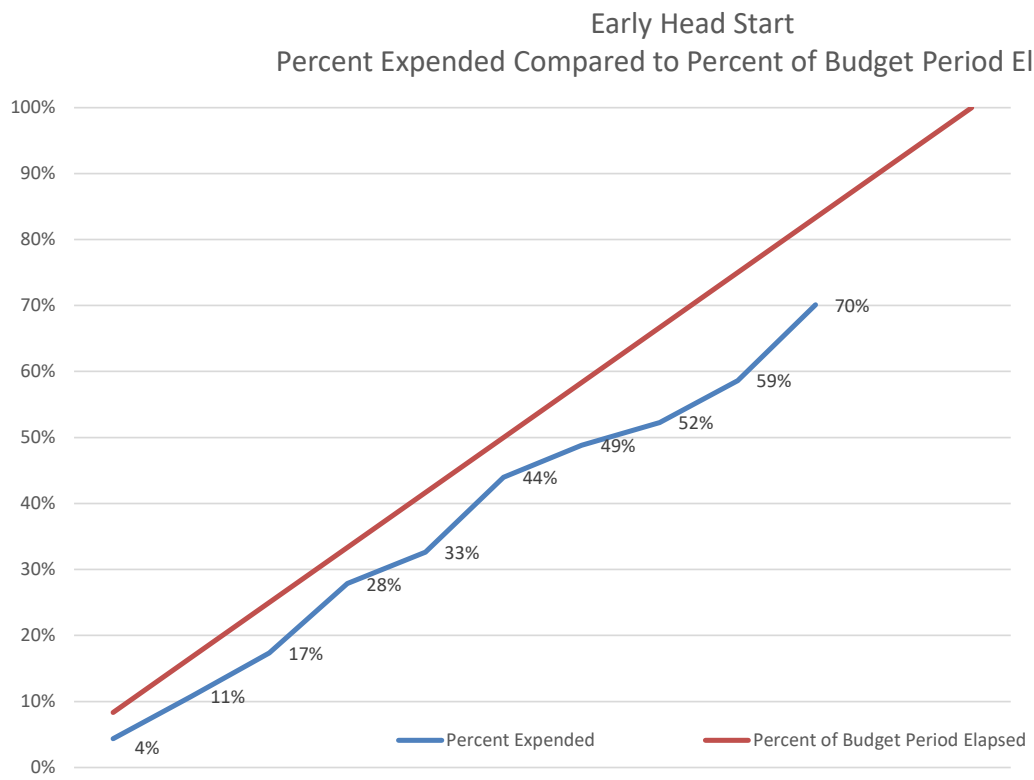
BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	8,889,652	7,082,919	1,806,733	80%	20%
FRINGE BENEFITS	2,516,917	1,875,225	641,692	75%	25%
TRAVEL	50,000	3,315	46,685	7%	93%
EQUIPMENT	-	-	-		
SUPPLIES	1,205,123	651,208	553,915	54%	46%
CONTRACTUAL	1,091,221	653,317	437,904	60%	40%
CONSTRUCTION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

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

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

GRAND TOTAL EHS FEDERAL FUNDS	**20,179,400**	**13,751,092**	**6,428,308**	**68%**	**32%**

Budget reflects Notice of Award #09CH011132-05-02
Actual expenditures include posted expenditures and estimated adjustments through 12/31/2023


Early Head Start
Percent Expended Compared to Percent of Budget Period Elapsed
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
4%
11%
17%
28%
33%
44%
49%
52%
59%
70%
Percent Expended
Percent of Budget Period Elapsed

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, 2023 through February 29, 2024
Report for period ending December **31, 2023** (Month 10 of 12)
Percent of budget period elapsed: 83.3%

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

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

Percent of year elapsed: 83.3%

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

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

MEMORANDUM

To: Board of Directors

From: Jerry Meade, Assistant Director ~ Program

Date: February 28, 2024

Subject: *Agenda Item III(q):* Head Start Expenditure Authorization - Supplemental Information

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On February 21, 2024, the Head Start and State Child Development Division presented an action item to the Budget & Finance Committee seeking approval for the purchase of office furnishings for the new administrative offices at 1300 18th Street. The action item was approved by the Budget and Finance Committee and forwarded to the Board for final approval.

Prior to the item going to vote, a thorough discussion was held with the committee and program staff. This supplemental document is being provided to share the points of discussion that led to the approval of the item. The primary topics of discussion included the rationale for the selection/design of furnishings, reasonability of the purchase, and availability/source of funding.

Program staff shared the long history and difficulty of program staff working in scattered locations and how uniting the Head Start and State Child Development administrative team together in one location will foster a collaborative environment. This was the original goal with the purchase of the new central administrative location and continues to drive the discussion today. Head Start staff have worked extensively with the Operations Division on a plan that included the reuse of existing furnishings when appropriate, and purchase of a cohesive and standardized cubical and furnishing plan for the remaining areas. This resulted in a “work pod” design within the cubicle layout to support each individual department. The addition of soft seating for breakout areas and casual meeting environments along with the traditional conference table formats were also discussed. The transition from a scattered, and primarily chopped up office space fitted with small groupings of individual desks, to a new environment of mostly cubicles allowed leadership to create environments that support our culture and some positive changes currently underway. Where spaces would allow for either soft seating or table and chair conference environments, management selected what works best for each space and anticipated use. Costs for either option were comparable. Program staff also responded to inquires regarding ergonomics and practicality, both of which were considered during the selection and design process.

When discussing the reasonability of the purchase, program staff discussed how the design and use of the 18th Street location would vary greatly compared to the previous spaces used. The primary uses of the planned expenditure will be for the cubical settings, which account for about 75% of the proposed purchase price. Where possible, the existing furnishings were repurposed at 18th Street. Most of the private offices will be furnished with items already owned. Based on the size and shape of some of the offices at 18th Street, new furnishings were included in the design. The balance of the existing furnishings were repurposed to Head Start Facilities, as well as other CAPK programs. Many child development facilities received furnishings that transitioned their environments to a more productive workspace.

The Committee inquired regarding sources of funding. Program staff shared that carry-over funding from Head Start and the no-cost -extension would be used. Program staff have discussed this pending move and expenditure with their Program Specialist at Head Start Region IX. This cubical and furnishings expenditure was anticipated during the original analysis and purchase of the 18th Street location. Staff also shared that there will be a budget revision coming to the Board in the new fiscal period with allocation revisions to support funding in the appropriate categories. For example, the 122 cubicles represent 75% of the purchase, and as a cubicle system, represents one unit and must be categorized as equipment.

A great deal of thought and consideration went into the development of a collaborative and professional work environment that represents the caliber of our program and employees.

MEMORANDUM

To: Budget & Finance Committee

From: Jerry Meade, Assistant Director ~ Program

Date: February 21, 2024

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

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

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

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

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

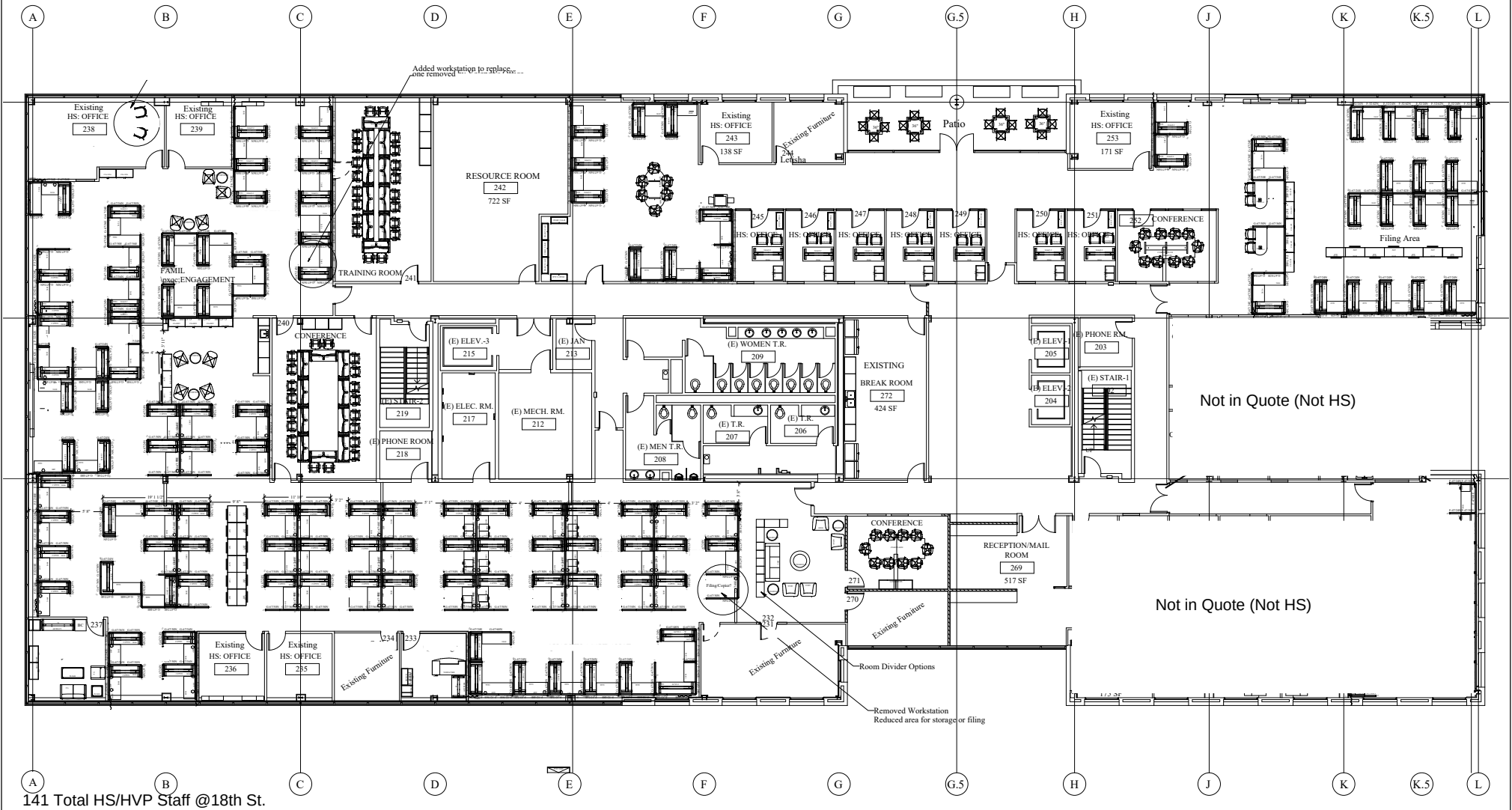
The fiscal impact of this purchase, though significant, was anticipated. Program staff have designated portions of the Carry Over Funding and current year base funding to support these expenditures. Allocations were reviewed in partnership with the Finance Division to expense across HS/EHS and

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

Recommendation

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

Attachments:
18th Street 2nd Floor Site Map
Indoff 2nd Floor Quote



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

Indoff

QUOTE **8702329**
Quote Date 01/17/2024

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

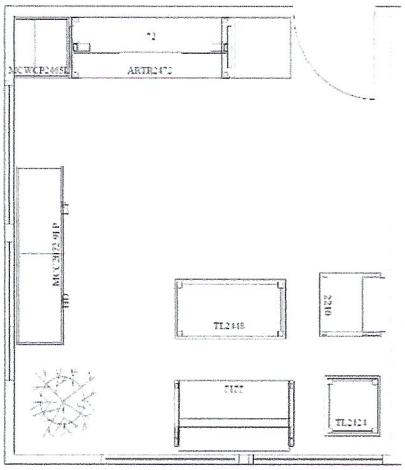
Bill To: Community Action Partner of Kern
1300 18th St 3rd Fl
Bakersfield, CA 93301

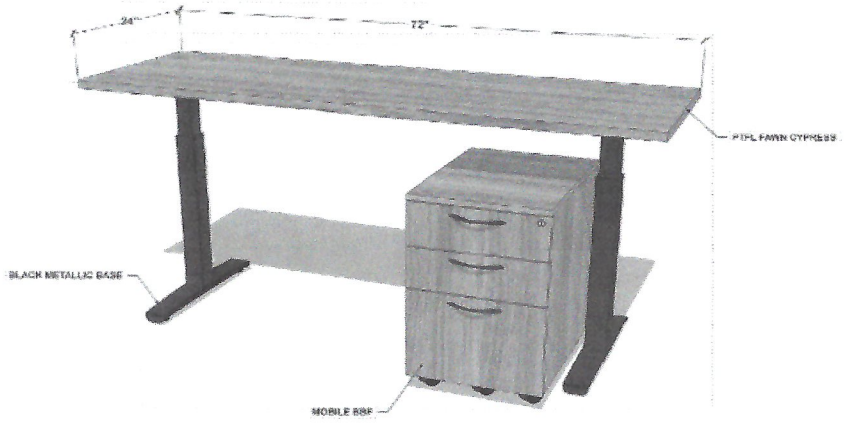
Ship To: Attn: Maria Contreras
Community Action Partner of Kern
1300 18th Street
2nd Floor
Bakersfield, CA 93301

Customer	Purchase Order Number	Department/Tag
403279	Quote	CAPK- 2nd Floor HeadStart

Sales Person	Date Requested
Dana Miller	2024-01-17

Customer Instructions
TIPS Contract Pricing
Indoff TIPS Contract #230301

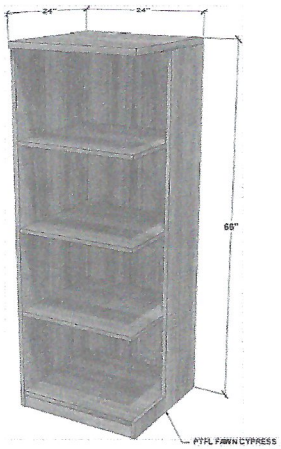
Qty	UM	Item	Description	Unit Price	Extended Price
1.00	EA			0.00	0.00
			  Fawn Cypress		
1.00	EA	HV-WS01-2472-T1-A1	Height Adhustable Desk Hover rectangular worksurface 24W x 72L. TFL with PVC edge. **NO STIFFENER BAR**. PTFL Fawn Cypress	225.00	225.00
1.00	EA	ML-2STG-2472-BK	Hover Boost Height Adjustable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



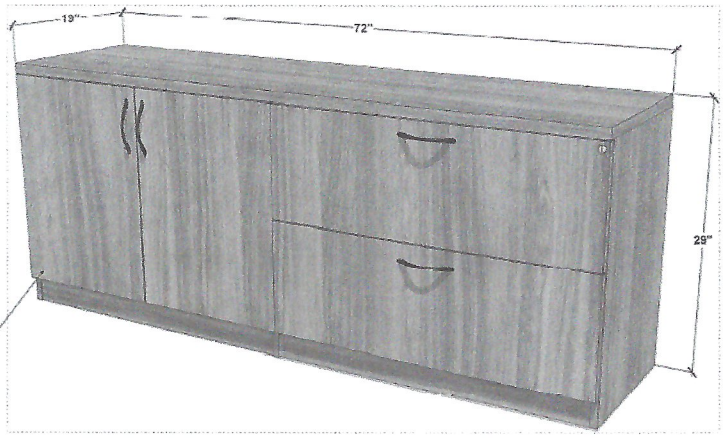
1.00	EA	SS-PSCB-2466-R-A1	Personal Storage Cabinet 24Dx24Wx66H Personal Storage Cabinet Right Box-Box-File Pedestal, Lock (Pedestal only), Pulls:101BL PVC Edge PTFL: Cypress Fawn	1,910.00	1,910.00



1.00	EA	SS-TSBC-2466-R-A1	Right Square Bookcase 24Dx24Wx66H Square Corner Bookcase, Right Case PVC Edge. PTFL: Cypress FAwn	722.00	722.00



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



1.00	EA	MLL52-M19	Mill Lane Loveseat M19 Navy Upholstery Wood Legs: Espresso	299.00	299.00



1.00	EA	MLL51-M19	Mill Lane Chair M-19 Navy Upholstery Wood Legs : Expresso	239.00	239.00



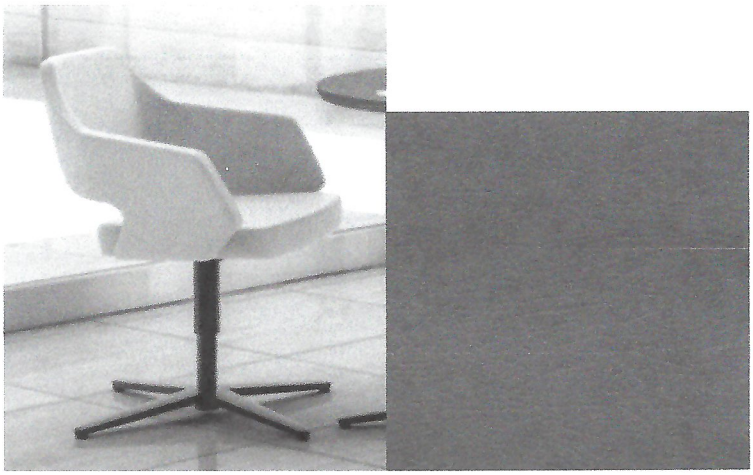
1.00	EA	CPH12	AVE SIX MID CENTURY COFFEE TABLE 24 X 45 WALNUT FINISH	215.00	215.00



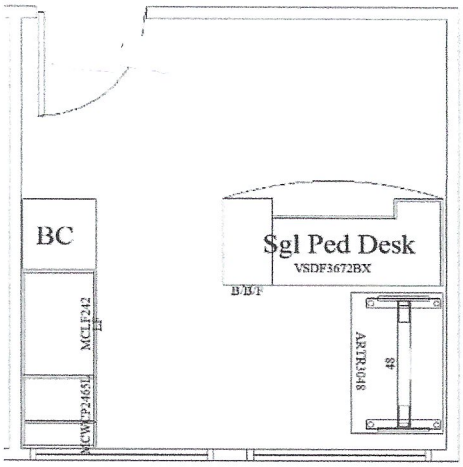
1.00	EA	CPH17	Coppenhagen Accent Table 21.5 x 21.5 x 20.25h Walnut Finish	132.00	132.00

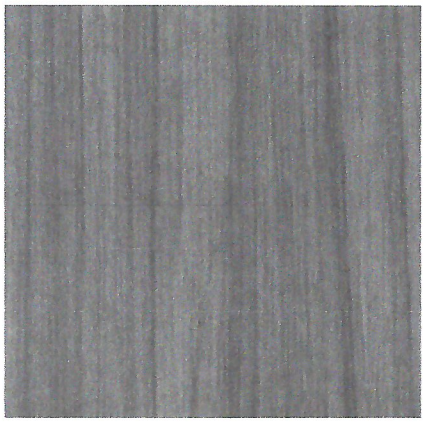


1.00	EA			0.00	0.00
2.00	EA	6915	Flirt Swivel Base Guest Chair Black base COM Upholstery: 2.25 yds ea Ultra Fabric: Ultraleather 291-26875 Byou	1,202.75	2,405.50



1.00	EA			0.00	0.00

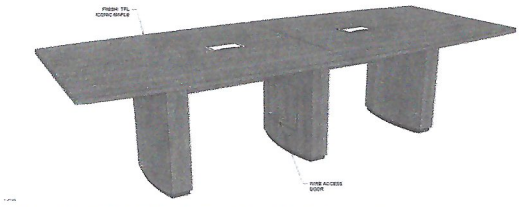


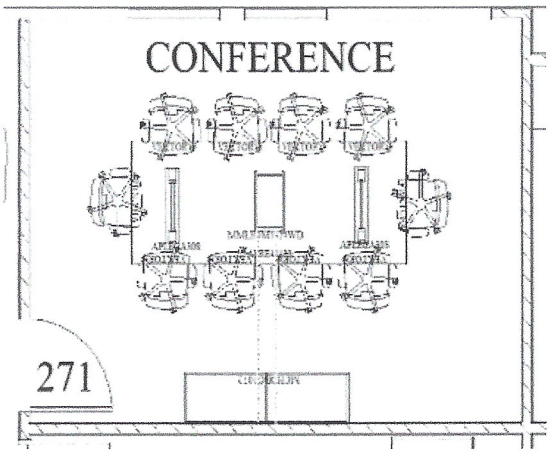


1.00	EA	NAPA BOW FRONT	NAP-289-SGW 71 X 40 BOW FRONT DESK TOP SLATE GREY ANP-200 GLASS MODESTY PANEL NAP-265-SGW 36" BOX/BOX/FILE PEDESTAL IN SLATE GREY NAP-271-SGW 36" DEEP FALL PEDESTAL SLATE GREY	575.00	575.00



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







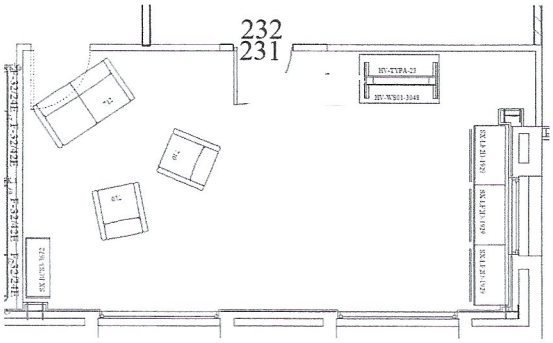
Driftwood

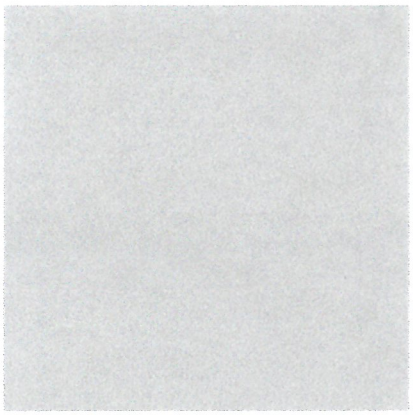
2.00	EA	CF-BOT2-4820-T1-A1	42-48Dx120W' Boatshape Conference Table Top -- 2 Piece. 1-1/8' thick. 2mm PVC edge.***Please note that grain pattern will not line up perfectly at seam*** Grommet:_____ Location:_____ TFL: Driftwood	862.00	1,724.00
2.00	EA	CF-BBT3-24-120	Boatshaped Base and Wire Management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

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



1.00	EA			0.00	0.00





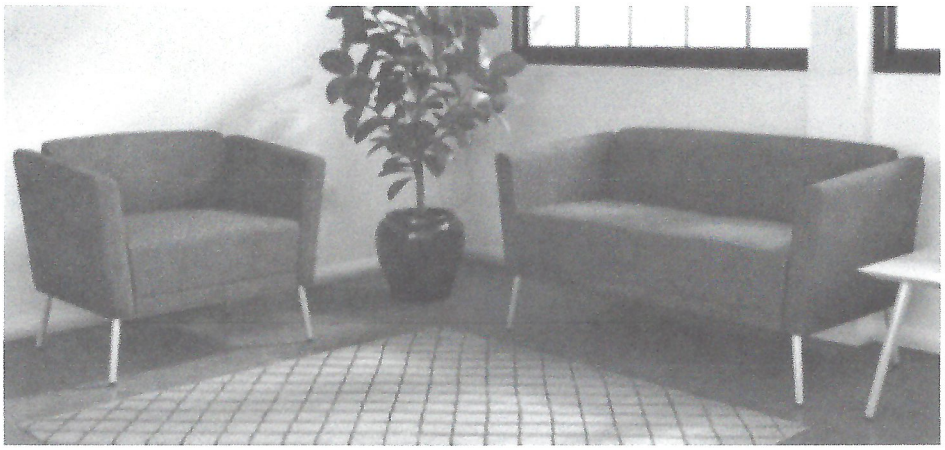
French Grey*



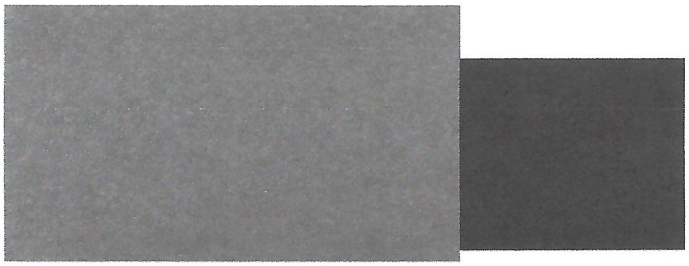
Silverwood

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

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



1.00	EA	PATIO FURNITURE	THE FOLLOWING IS THE LIST OF FURNITURE FOR 2DN FLOOR PATIO	0.00	0.00



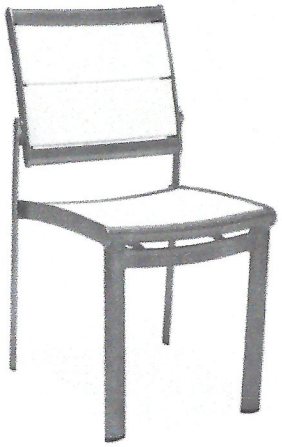
Slate Gray Texawood Finish (Seascape)
GY

Black
BKN

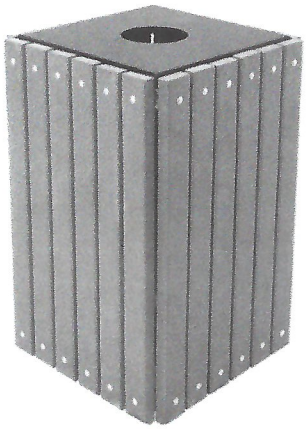
4.00	EA	M82042	SEASCAPE 6' BENCH WITH BACK AND ARMS * PORTABLE BKN- BLACK METAL FINISH GY- SLAT GREY TEXAWOOD LUMBER	1,039.66	4,158.64



16.00	EA	M82010	SEASCAPE ARMLESS SIDE CHAIR, STACKING BKN- BLACK METAL FINISH GY- SLAT GREY TEXAWOOD LUMBER	377.95	6,047.20



2.00	EA	TRSQ-32-GRY	32 Gal Trash Receptacle Grey Recycled Plastic planks (2) PFT-32-TRSQ Black powder coated Lids (2) PL-32 32 Gal plastic liner	1,514.00	3,028.00

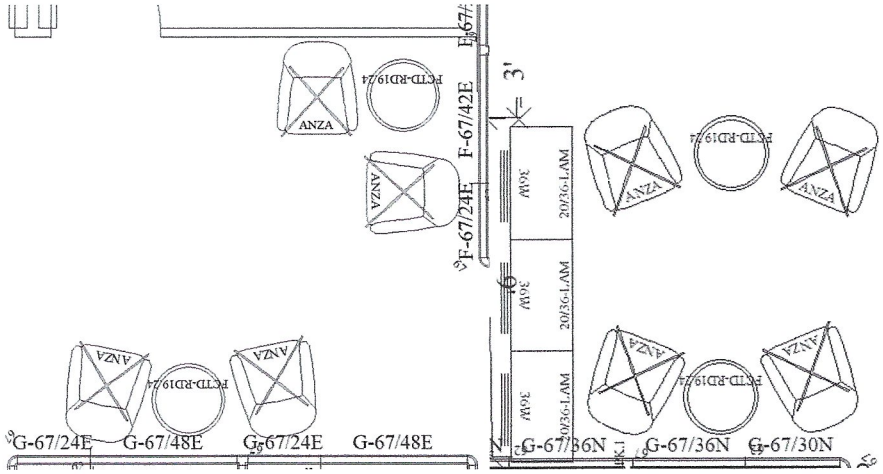


4.00	EA	M82036-ST	SEASCAPE 36" SQUARE DINING TABLE WITH UMBRELLA HOLE BKN- BLACK METAL FINISH GY- SLAT GREY TEXAWOOD LUMBER	496.49	1,985.96



1.00	EA	OPEN OFFICE STORAGE AND FILING		0.00	0.00

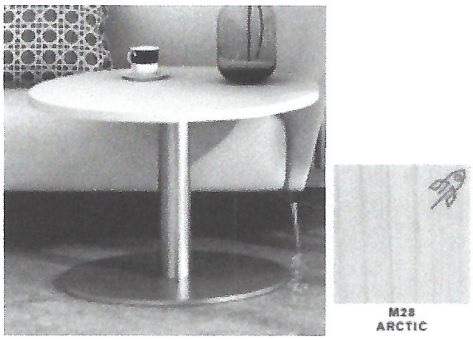
7.00	EA	CG-12F4	42w x 18-14d x 65-7/8h DBL DOOR STORAGE CABINET 4 ADJUSTABLE SHELVES PULL OPTION : A FULL PULL FINISH: 0257 HM-LIGHT GREY STANDARD LOCK (2 Keyed alike, 5-keyed alike)	849.55	5,946.85
4.00	EA	CG-07F2	30W X 18-1/4D X 51-38H DBL DOOR STORAGE CABINET 3 ADJUSTABLE SHELVES PULL OPTION : A FULL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



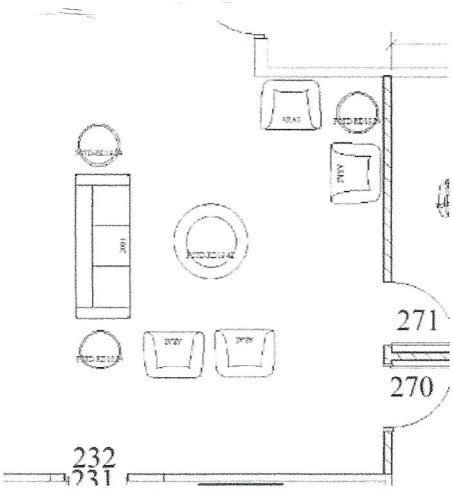
8.00	CR	FAR-SYS-CH-06-STEEL	JEST LOUNGE CHAIR WITH METAL Y -BASE BASE IN SILVER UPHOLSTERY: HARRISON STEEL (2 PER CARTON)	959.00	7,672.00



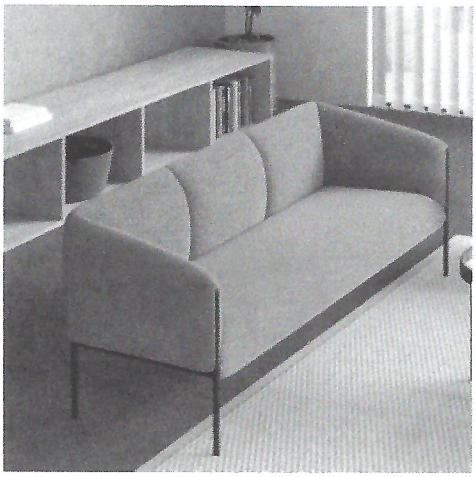
4.00	EA	FCTD-RD19.24 MET	Disc Base Table, 19"H, 24" Round Top M28 Arctic E31 PVC: Arctic MET Brushed Metal Base	373.00	1,492.00



1.00	EA			0.00	0.00



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





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



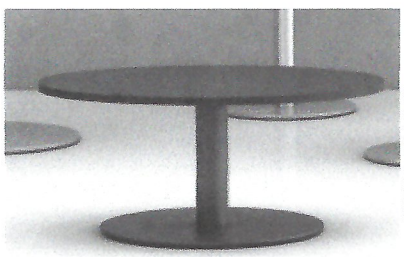


3.00	EA	FCTD-RD19.24 MB	Disc Base Table, 19"H, 24" Round Top M28 Arctic E31 PVC: M27 Medium Ash Base : Matte Back MB	323.91	971.73



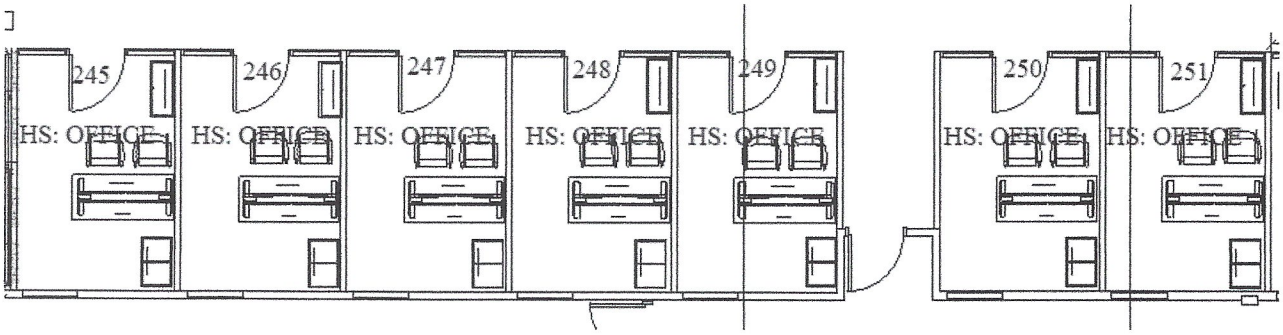


1.00	EA	FCTD-OV19.3042 MB	Oval Disc base coffee table 30" x 42" Medium Ash Lam MB- Matte Black base	454.61	454.61





1.00	EA			0.00	0.00



7.00	EA	FD-PLF-CTM	* CUSTOM LAMINATE COMBINATION PEDESTAL 20D X 32W X 27.75H UPPER LEFT BOX/BOX DRAWERS, UPPER RIGHT FILE DRAWER LOWER LATERAL FILE DRAWER LAMINATE: MEDIUM ASH SILVER BAR PULLS * CUSTOM QUOTE 8121	645.00	4,515.00
9.00	EA	BJ-S-AB	Axiom Mid Back Guest Chair, Black, BOX of 2	473.72	4,263.48



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

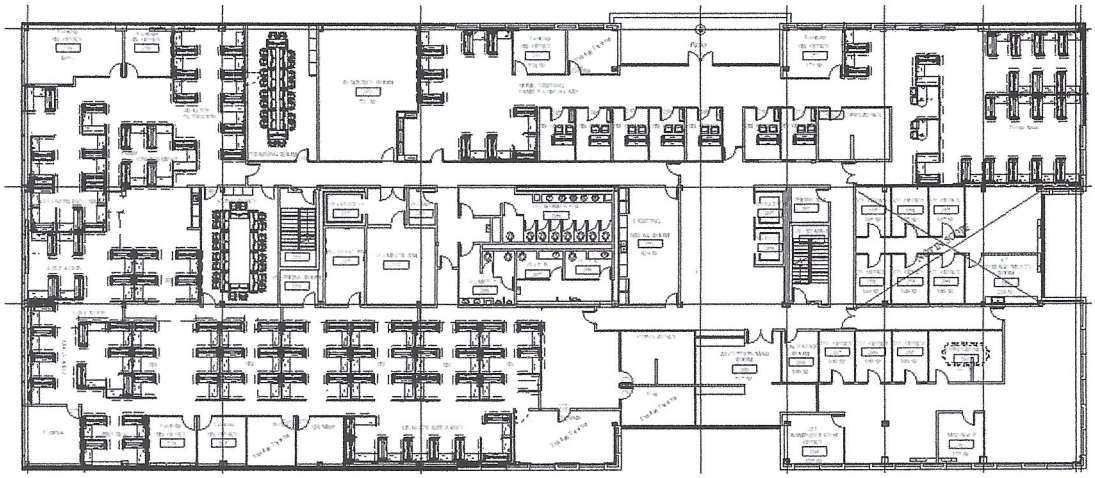


Black

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



1.00	EA	CUBICLES AND COMPONENTS		0.00	0.00



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

121.00	EA	F2RECP4.IIII 4	Receptacle 4-Circuit, circuit IIII, (dedicated)LG BASE: Light Gray	8.88	1,074.48
90.00	EA	FFECH FFECH	Finished End Change of Height, for Connector, 48"H x 1 3/4"WLG PAINT: Light Gray	6.00	540.00
1.00	EA	FFECHP.35 35H	35" Finished End Change of Height, For Panel to PanelLG PAINT: Light Gray	19.20	19.20
3.00	EA	F22W.32 32	2-Way 90 DEG. Connector Post Hard Surface, 32"HLG PAINT: Light Gray LG BASE: Light Gray	34.32	102.96
146.00	EA	F22W.67 67	2-Way 90 DEG. Connector Post Hard Surface, 67"HLG PAINT: Light Gray LG BASE: Light Gray	43.68	6,377.28
69.00	EA	F23W.67 67	3-Way 90 DEG. Connector Post Hard Surface, 67"HLG PAINT: Light Gray LG BASE: Light Gray	67.92	4,686.48
10.00	EA	F2FE.32 32	Finished End, 32"HLG PAINT: Light Gray LG BASE: Light Gray	16.08	160.80
149.00	EA	F2FE.67 67	Finished End, 67"HLG PAINT: Light Gray LG BASE: Light Gray	19.44	2,896.56
2.00	EA	FSEDSP.3060L 30/60	Square Edge D-Shaped Peninsula Worksurface,29"H x 60"W x 30"M28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	193.20	386.40
6.00	EA	FSERWS.2436L 24/36	Square Edge Rectangular Worksurface, 36"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	85.92	515.52
40.00	EA	FSERWS.2442L 24/42	Square Edge Rectangular Worksurface, 42"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	106.56	4,262.40
68.00	EA	FSERWS.2448L 24/48	Square Edge Rectangular Worksurface, 48"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	108.48	7,376.64
4.00	EA	FSERWS.2460L 24/60	Square Edge Rectangular Worksurface, 60"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	135.12	540.48
7.00	EA	FSERWS.2466L 24/66	Square Edge Rectangular Worksurface, 66"W x 24"DM28 LAM: Arctic E31 EDGE: Arctic LG PAINT: Light Gray	151.68	1,061.76
1.00	EA	FSRWS.2370 23/70	23"D x 70"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	152.64	152.64
1.00	EA	FSRWS.2382 23/82	23"D x 82"W System 2 WS TOP ONLY, for use with height adjustM28 LAM: Arctic E31 EDGE: Arctic GC Round Grommet Cut-out - Centered side to side - 4" from rear CW Cloud White	183.84	183.84
49.00	EA	F2FAPA.3224E F-32/24E	Fabric Covered Panel Electrical, 32"H x 24"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	146.88	7,197.12
5.00	EA	F2FAPA.3230E F-32/30E	Fabric Covered Panel Electrical, 32"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	157.20	786.00
1.00	EA	F2FAPA.3230N F-32/30N	Fabric Covered Panel Non-Electrical, 32"H x 30"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	113.28	113.28
4.00	EA	F2FAPA.3236E F-32/36E	Fabric Covered Panel Electrical, 32"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	171.60	686.40
1.00	EA	F2FAPA.3236N F-32/36N	Fabric Covered Panel Non-Electrical, 32"H x 36"WLG TRIM: Light Gray LG BASE: Light Gray GRP1 FAB 1: Friant Collection FRIANT TERRAIN FAB 1: Friant Terrain PF701-1 FAB: Terrain Cloud GRP1 FAB 2: Friant Collection FRIANT TERRAIN FAB 2: FriantTerrain PF701-1 FAB: Terrain Cloud	127.92	127.92

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

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

Sub-total	504,229.39
* Estimated Tax	35,830.21

Quote Total	**(USD) 540,059.60**

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(rates and terms contingent upon credit and documentation approval)
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or call Zac Cooper with Indoff Capital at 314.635.2406

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

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

Acceptance Signature required prior to ordering
email dana.miller@indoff.com

Authorized Signature _____ Print _____

Date Accepted _____

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

MEMORANDUM

To: Board of Directors

From: Kelly Lowery, Food Bank Program Administrator

Date: February 21, 2024

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

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

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

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

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

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

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

MEMORANDUM

To: Budget & Finance Committee

From: Emilio Wagner, Chief Facilities & Technology Officer

Date: February 21, 2023

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

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

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

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

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

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

Attachment:
Lease Agreement

AIR CRE contracts

STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE - GROSS
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)

1. Basic Provisions ("Basic Provisions").

1.1 **Parties.** This Lease ("**Lease**"), dated for reference purposes only December 6, 2023, is made by and between BKAT, Inc., a California corporation ("**Lessor**") and Community Action Partnership of Kern ("**Lessee**"), (collectively the "**Parties**," or individually a "**Party**").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known as (street address, city, state, zip): 317 Mount Vernon Avenue, Bakersfield, CA 93307 ("**Premises**"). The Premises are located in the County of Kern, and are generally described as (describe briefly the nature of the property and , if applicable, the "**Project**," if the property is located within a Project): approximately 14,000 rentable square feet of leasehold improvements on a 1.45 acre lot zoned M-2 PD (Medium Industrial) in the County of Kern, California. Said Premises is the southwesterly portion of Assessor's Parcel Number 141-290-18. (See also Paragraph 2)

1.3 **Term:** Three (3) years and _____ ~~months~~ ("**Original Term**") commencing upon substantial completion of the Tenant Improvements described in Paragraph 51, or sixty (60) days following mutual execution of this Lease, whichever is sooner. ("**Commencement Date**") and ending three (3) years thereafter ("**Expiration Date**"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing upon full execution of this lease, delivery of first months's rent, security deposit, and a certificate of insurance naming Lessor as additionally insured so long as Lessee does not interfere with Lessors work ("**Early Possession Date**"). (See also Paragraphs 3.2 and 3.3)

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

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

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

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

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

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

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

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

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

1.8 **Insuring Party.** Lessor is the "**Insuring Party**". The annual "**Base Premium**" is TBD. (See also Paragraph 8)

1.9 **Real Estate Brokers.** (See also Paragraph 15 and 25)

(a) **Representation**: Each Party acknowledges receiving a Disclosure Regarding Real Estate Agency Relationship, confirms and consents to the following agency relationships in this Lease with the following real estate brokers ("**Broker(s)**") and/or their agents ("Agent(s)"):

Lessor's Brokerage Firm ASU CRE Partners, Inc. dba ASU Commercial License No. 01907750 Is the broker of (check one): ☐ the Lessor; or ☐ both the Lessee and Lessor (dual agent).

Lessor's Agent Dylan J. Lym License No. 02103385 is (check one): ☑ the Lessor's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

Lessee's Brokerage Firm Cushman & Wakefield US License No. _____ Is the broker of (check one): ☑ the Lessee; or ☐ both the Lessee and Lessor (dual agent).

Lessee's Agent Jeffrey T. Andrew License No. 00941323 is (check one): ☑ the Lessee's Agent (salesperson or broker associate); or ☐ both the Lessee's Agent and the Lessor's Agent (dual agent).

(b) **Payment to Brokers.** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers the brokerage fee agreed to in a separate written agreement (or if there is no such agreement, the sum of six percent or 6 % of the total Base Rent to be split equally between the Brokers) for the brokerage services rendered by the Brokers.

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

_____ _____

INITIALS INITIALS

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

☑ an Addendum consisting of Paragraphs 51 ~~through~~ _____ ;

☐ a plot plan depicting the Premises;

☐ a current set of the Rules and Regulations;

☐ a Work Letter;

☑ other (specify): Rent Adjustments (Paragraph 52), Option to Extend (Paragraph 53) Tenant Improvements (Exhibit "A") Agency Disclosure .

2. Premises.

2.1 **Letting**. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. **NOTE: Lessee is advised to verify the actual size prior to executing this Lease.** Except as specifically provided in Paragraphs 2.2, 2.3, or Addendum Paragraph 51, Lessor shall not be required to perform any other work, alterations, improvements, demolitions, betterments or construction for Lessee in order to make the Premises suitable for Lessee's use and occupancy.

2.2 **Condition**. Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date ~~or the Early Possession Date, whichever first occurs~~ ("**Start Date**"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, ~~fire sprinkler~~, lighting, heating, ventilating and air conditioning systems ("**HVAC**"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the surface and structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "**Building**") shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense, except for the roof, foundations, and bearing walls which are handled as provided in paragraph 7. Lessor also warrants, that unless otherwise specified in writing, Lessor is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

2.3 **Compliance**. Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("**Applicable Requirements**") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. **NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed.** If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("**Capital Expenditure**"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

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

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

2.4 **Acknowledgements**. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler

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

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

3. Term.

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

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

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

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

4. Rent.

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

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

4.3 **Association Fees**. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

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

6. Use.

6.1 **Use**. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals,

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birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 **Hazardous Substances**.

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

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

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

(d) **Lessee Indemnification**. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' 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 adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. **No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.**

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

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

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

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

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other odors that might indicate the presence of mold in the Premises. In addition, Lessee shall provide Lessor with copies of its business license, certificate of occupancy and/or any similar document within 10 days of the receipt of a written request therefor.

6.4 **Inspection; Compliance**. Lessor and Lessor's "**Lender**" (as defined in Paragraph 30) and consultants authorized by Lessor shall have the right to enter into Premises at any time in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting and/or testing the condition of the Premises and/or for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1(e)) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (**MSDS**) to Lessor within 10 days of the receipt of a written request therefor. Lessee acknowledges that any failure on its part to allow such inspections or testing will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to allow such inspections and/or testing in a timely fashion the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or $100, whichever is greater for the remainder to the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to allow such inspection and/or testing. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to such failure nor prevent the exercise of any of the other rights and remedies granted hereunder.

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

7.1 **Lessee's Obligations**.

(a) **In General**. Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceilings, floors, stairs, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee is also responsible for keeping the roof and roof drainage clean and free of debris. Lessor shall keep the surface and structural elements of the roof, foundations, and bearing walls in good repair (see paragraph 7.2). Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts**. Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, and (v) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform**. If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement**. Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay Interest on the unamortized balance but may prepay its obligation at any time.

7.2 **Lessor's Obligations**. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee, except for the surface and structural elements of the roof, foundations and bearing walls, the repair of which shall be the responsibility of Lessor upon receipt of written notice that such a repair is necessary. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises.

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

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

(b) **Consent**. Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, do not trigger the requirement for additional modifications and/or improvements to the Premises resulting from Applicable Requirements, such as compliance with Title 24, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in

excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

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

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

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

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

(c) **Surrender; Restoration**. Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing and the provisions of Paragraph 7.1(a), if the Lessee occupies the Premises for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) to the level specified in Applicable Requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment of Premium Increases**.

(a) Lessee shall pay to Lessor any insurance cost increase ("**Insurance Cost Increase**") occurring during the term of this Lease. Insurance Cost Increase is defined as any increase in the actual cost of the insurance required under Paragraph 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium as hereinafter defined calculated on an annual basis. Insurance Cost Increase shall include but not be limited to increases resulting from the nature of Lessee's occupancy, any act or omission of Lessee, requirements of the holder of mortgage or deed of trust covering the Premises, increased valuation of the Premises and/or a premium rate increase. The parties are encouraged to fill in the Base Premium in Paragraph 1.8 with a reasonable premium for the Required Insurance based on the Agreed Use of the Premises. If the parties fail to insert a dollar amount in Paragraph 1.8, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the commencement of the Original Term for the Agreed Use of the Premises. In no event, however, shall Lessee be responsible for any portion of the increase in the premium cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of $2,000,000 per occurrence.

(b) Lessee shall pay any such Insurance Cost Increase to Lessor within 30 days after receipt by Lessee of a copy of the premium statement or other reasonable evidence of the amount due. If the insurance policies maintained hereunder cover other property besides the Premises, Lessor shall also deliver to Lessee a statement of the amount of such Insurance Cost Increase attributable only to the Premises showing in reasonable detail the manner in which such amount was computed. Premiums for policy periods commencing prior to, or extending beyond the term of this Lease, shall be prorated to correspond to the term of this Lease.

8.2 **Liability Insurance**.

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

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

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

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

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

(c) **Adjacent Premises**. If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

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

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

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

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

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

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

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

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

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

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

9. Damage or Destruction.

9.1 **Definitions**.

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

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

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

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

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

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

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

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

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

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

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

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

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

10. Real Property Taxes.

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

10.2 **Payment of Taxes**. Lessor shall pay the Real Property Taxes applicable to the Premises provided, however, that Lessee shall pay to Lessor the amount, if any, by which Real Property Taxes applicable to the Premises increase over the fiscal tax year during which the Commencement Date Occurs ("Tax Increase"). Payment of any such Tax Increase shall be made by Lessee to Lessor within 30 days after receipt of Lessor's written statement setting forth the amount due and computation thereof. If any such taxes shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such taxes shall be prorated to

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cover only that portion of the tax bill applicable to the period that this Lease is in effect. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that the Tax Increase be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payment shall be an amount equal to the amount of the estimated installment of the Tax Increase divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable Tax Increase is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable Tax Increase. If the amount collected by Lessor is insufficient to pay the Tax Increase when due, Lessee shall pay Lessor, upon demand, such additional sums as are necessary to pay such obligations. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 **Additional Improvements**. Notwithstanding anything to the contrary in this Paragraph 10.2, Lessee shall pay to Lessor upon demand therefor the entirety of any increase in Real Property Taxes assessed by reason of Alterations or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

10.4 **Joint Assessment**. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Tax Increase for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

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

11. Utilities and Services.

11.1 Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Lessee shall transfer all utilities to its own account and shall be responsible for contracting for its trash services. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

11.2 Within fifteen days of Lessor's written request, Lessee agrees to deliver to Lessor such information, documents and/or authorization as Lessor needs in order for Lessor to comply with new or existing Applicable Requirements relating to commercial building energy usage, ratings, and/or the reporting thereof.

12. Assignment and Subletting.

12.1 **Lessor's Consent Required**.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation

herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

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

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

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

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

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

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

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

13. Default; Breach; Remedies.

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

(a) The abandonment of the Premises; the vacating of the Premises prior to the expiration or termination of this Lease without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism; or failure to deliver to Lessor exclusive possession of the entire Premises in accordance herewith prior to the expiration or termination of this Lease.

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

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

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

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

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

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

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

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination;

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

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

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

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

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

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

13.6 **Breach by Lessor**.

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

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

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

15. Brokerage Fees.

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15.1 **Additional Commission**. In addition to the payments owed pursuant to Paragraph 1.9 above, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed. The provisions of this paragraph are intended to supersede the provisions of any earlier agreement to the contrary.

15.2 **Assumption of Obligations**. Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue Interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

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

16. Estoppel Certificates.

(a) Each Party (as "**Responding Party**") shall within 10 days after written notice from the other Party (the "**Requesting Party**") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "**Estoppel Certificate**" form published by AIR CRE, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

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

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

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

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

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

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

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

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

23. Notices.

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

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

shall be deemed delivered upon actual receipt. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

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

24. Waivers.

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

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

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

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

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

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

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

(iii) *Agent Representing Both Lessor and Lessee*. A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. (b) Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not, without the express permission of the respective Party, disclose to the other Party confidential information, including, but not limited to, facts relating to either Lessee's or Lessor's financial position, motivations, bargaining position, or other personal information that may impact rent, including Lessor's willingness to accept a rent less than the listing rent or Lessee's willingness to pay rent greater than the rent offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. Both Lessor and Lessee should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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

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

26. No Right To Holdover. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. At or prior to the expiration or termination of this Lease Lessee shall deliver exclusive possession of the Premises to Lessor. For purposes of this provision and Paragraph 13.1(a), exclusive possession shall mean that Lessee shall have vacated the Premises, removed all of its personal property therefrom and that the Premises have been returned in the condition specified in this Lease. In the event that Lessee does not deliver exclusive possession to Lessor as specified above, then Lessor's damages during any holdover period shall be computed at the amount of the Rent (as defined in Paragraph 4.1) due during the last full month before the expiration or termination of this Lease (disregarding any temporary abatement of Rent that may have been in effect), but with Base Rent being 150% of the Base Rent payable during such last full month. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

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

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

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

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

30. Subordination; Attornment; Non-Disturbance.

30.1 **Subordination**. This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "**Security Device**"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "**Lender**") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

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

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

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

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

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

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

34. Signs. Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

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

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

37. Guarantor.

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

37.2 **Default**. It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its

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board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

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

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

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

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

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

39.4 **Effect of Default on Options**.

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

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

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

40. Multiple Buildings. If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. Security Measures. Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. Reservations. Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions.

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

44. Authority; Multiple Parties; Execution.

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

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

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

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

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

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

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

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

_____ _____

_____ _____

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50. Accessibility; Americans with Disabilities Act.

(a) The Premises:

☑ have not undergone an inspection by a Certified Access Specialist (CASp). Note: A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises met all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential.

☐ have undergone an inspection by a Certified Access Specialist (CASp) and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. Lessee acknowledges that it received a copy of the inspection report at least 48 hours prior to executing this Lease and agrees to keep such report confidential except as necessary to complete repairs and corrections of violations of construction related accessibility standards.

In the event that the Premises have been issued an inspection report by a CASp the Lessor shall provide a copy of the disability access inspection certificate to Lessee within 7 days of the execution of this Lease.

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

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE 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 AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.

2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

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

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

Executed at: _____	Executed at: _____
On: _____	On: _____
By LESSOR:	**By LESSEE**:
BKAT, Inc., a California corporation	Community Action Partnership of Kern
By: _____	By: _____
Name Printed: Robert McBride	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Address: _____	Address: _____
Federal ID No.: _____	Federal ID No.: _____
BROKER	**BROKER**
_____	_____
_____	_____
INITIALS	INITIALS

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ASU CRE Partners, Inc. dba ASU Commercial

Attn: Dylan J. Lym
Title: Vice President

Address: 11601 Bolthouse Drive Suite 110
Bakersfield, CA 93311
Phone: 661-862-5454
Fax: _____
Email: dylan@asuassociates.com
Federal ID No.: _____
Broker DRE License #: 01907750
Agent DRE License #: 02103385

Cushman & Wakefield US

Attn: Jeffrey T. Andrew
Title: Executive Director

Address: 5060 California Avenue Suite 1000
Phone: 661-633-3827
Fax: _____
Email: jeff.andrew@cushwake.com
Federal ID No.: _____
Broker DRE License #: _____
Agent DRE License #: 00941323

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ADDENDUM TO LEASE

Date: December 6, 2023
By and Between
Lessor: BKAT, Inc., a California corporation
Lessee: Community Action Partnership of Kern
Property Address: 317 Mount Vernon Avenue, Bakersfield, CA 93307
(street address, city, state, zip)

Paragraph: 51

51. Tenant Improvements:

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

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

Lessee shall be solely responsible for all other improvements.

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

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

Dated: December 6, 2023

By and Between

Lessor: BKAT, Inc., a California corporation

Lessee: Community Action Partnership of Kern

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

Paragraph: 54

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

☐ ~~**I. Consumer Price Index.**~~

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

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

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

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

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

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

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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OPTION(S) TO EXTEND TERM
STANDARD LEASE ADDENDUM

Dated: December 6, 2023
By and Between
Lessor: BKAT, Inc., a California corporation
Lessee: Community Action Partnership of Kern
Property Address: 317 Mount Vernon Avenue, Bakersfield, CA 93307
(street address, city, state, zip)

Paragraph: 54

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

☐ **I. Consumer Price Index.**

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

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

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

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

☑ **III. Fair Market Value.**

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

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

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

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

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

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

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

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

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

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

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

On (fill in FRA Adjustment Date(s)):	The new Base Rent shall be:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

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

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

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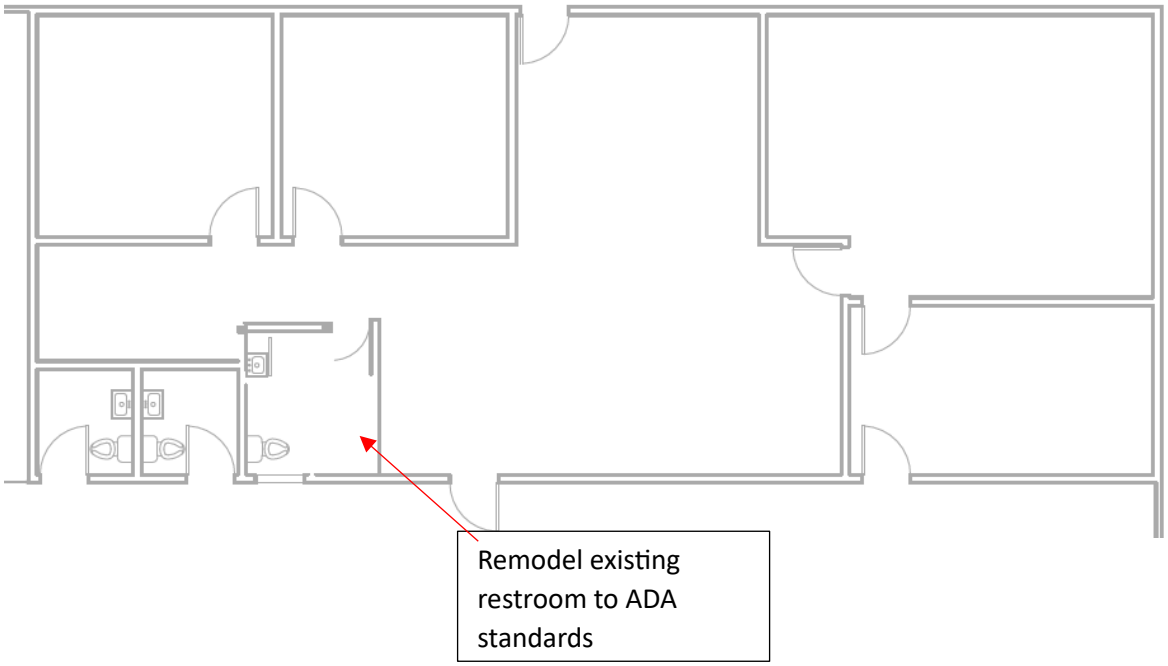
Exhibit “A”

Tenant Improvements



AIR CRE contracts

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(As required by the Civil Code)

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

SELLER'S AGENT

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

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

BUYER'S AGENT

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

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

To the Buyer and the Seller:

(a) Diligent exercise of reasonable skill and care in performance of the agent's duties.

(b) A duty of honest and fair dealing and good faith.

(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

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

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

(a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.

(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, a dual agent may not, without the express permission of the respective party, disclose to the other party confidential information, including, but not limited to, facts relating to either the Buyer's or Seller's financial position, motivations, bargaining position, or other personal information that may impact price, including the Seller's willingness to accept a price less than the listing price or the Buyer's willingness to pay a price greater than the price offered.

SELLER AND BUYER RESPONSIBILITIES

Either the purchase agreement or a separate document will contain a confirmation of which agent is representing you and whether that agent is representing you exclusively in the transaction or acting as a dual agent. Please pay attention to that confirmation to make sure it accurately reflects your understanding of your agent's role. The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional. If you are a Buyer, you have the duty to exercise reasonable care to protect yourself, including as to those facts about the property which are known to you or within your diligent attention and observation. Both Sellers and Buyers should strongly consider obtaining tax advice from a competent professional because the federal and state tax consequences of a transaction can be complex and subject to change.

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

☐ Buyer ☐ Seller ☒ Lessor ☐ Lessee _____ Date: _____

☐ Buyer ☐ Seller ☐ Lessor ☒ Lessee _____ Date: _____

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

By: _____ DRE Lic. #: _____ Date: _____

_____ _____
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(Salesperson or Broker-Associate)

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

_____ _____

_____ _____

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

2079.13. As used in Sections 2079.7 and 2079.14 to 2079.24, inclusive, the following terms have the following meanings:
(a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. The agent in the real property transaction bears responsibility for that agent's salespersons or broker associates who perform as agents of the agent. When a salesperson or broker associate owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the salesperson or broker associate functions. **(b)** "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee of real property. **(c)** "Commercial real property" means all real property in the state, except (1) single-family residential real property, (2) dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, (3) a mobile home, as defined in Section 798.3, (4) vacant land, or (5) a recreational vehicle, as defined in Section 799.29. **(d)** "Dual agent" means an agent acting, either directly or through a salesperson or broker associate, as agent for both the seller and the buyer in a real property transaction. **(e)** "Listing agreement" means a written contract between a seller of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer, including rendering other services for which a real estate license is required to the seller pursuant to the terms of the agreement. **(f)** "Seller's agent" means a person who has obtained a listing of real property to act as an agent for compensation. **(g)** "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the seller's agent. **(h)** "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. **(i)** "Offer to purchase" means a written contract executed by a buyer acting through a buyer's agent that becomes the contract for the sale of the real property upon acceptance by the seller. **(j)** "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property, and includes (1) single-family residential property, (2) multi-unit residential property with more than four dwelling units, (3) commercial real property, (4) vacant land, (5) a ground lease coupled with improvements, or (6) a manufactured home as defined in Section 18007 of the Health and Safety Code, or a mobile home as defined in Section 18008 of the Health and Safety Code, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. **(k)** "Real property transaction" means a transaction for the sale of real property in which an agent is retained by a buyer, seller, or both a buyer and seller to act in that transaction, and includes a listing or an offer to purchase. **(l)** "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. **(m)** "Seller" means the transferor in a real property transaction and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor of real property. **(n)** "Buyer's agent" means an agent who represents a buyer in a real property transaction.

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

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

2079.16 Reproduced on Page 1 of this AD form.

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

Seller's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the seller; or ☐ both the buyer and seller. (dual agent)
Seller's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Seller's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)
Buyer's Brokerage Firm DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is the broker of (check one): ☐ the buyer; or ☐ both the buyer and seller. (dual agent)
Buyer's Agent DO NOT COMPLETE, SAMPLE ONLY License Number _____
Is (check one): ☐ the Buyer's Agent. (salesperson or broker associate); or ☐ both the Buyer's Agent and the Seller's Agent. (dual agent)

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

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

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

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

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

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

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

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

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

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MEMORANDUM

To: Budget and Finance Committee

From: Louis Gill, Chief Program Officer

Date: February 21, 2024

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

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

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

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

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

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

Community Action Partnership of Kern
Business Services Department
5005 Business Park North • Bakersfield, CA 93309
(661) 336-5236 procurement@capk.org

SOLE SOURCE JUSTIFICATION FORM

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

1. Estimated contract amount: $ 140,000 Account Code(s): 6305-108/109-001-120-000-14-1-1

2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title
Central Sanitary Supply/Brady IFS 4730 Armstrong Rd Bakersfield, Ca 93313 Contact Bruce.Herrin@bradvindustries.com

3. Description of requested items or services and their purpose(s):
Po#For CK Food Service Supplies/ Janitorial Supplies & CTR Consumables

4. Reason(s) for requesting a sole source purchase:
- ☐ Original manufacturer or provider; no other local distributors exist.
- ☐ Only local distributor for the original manufacturer or provider.
- ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
- ☑ Only known item or service matching the requested needs or performing the intended task.
- ☐ Sole provider of a licensed or patented good or service.
- ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
- ☐ Sole provider of factory-authorized warranty service.
- ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

REQUESTED BY:

Tom Adame	Food Service Manager	2/13/2024
PRINTED NAME	TITLE	DATE

CEDS Fiscal: _____ Date: _____
Assistant Director of Finance/Fiscal Analyst

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

Division Director: _____ Date: 2/14/24

Authorization: ☑ **APPROVED** ☐ **NOT APPROVED**

Business Manager: _____ Date: 2/13/24

REVISED 7/1/17

Community Action Partnership of Kern
Business Services Department
5005 Business Park North • Bakersfield, CA 93309
(661) 336-5236 procurement@capk.org

SOLE SOURCE JUSTIFICATION FORM

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

1. Estimated contract amount: $ 110,000 Account Code(s): 6305-112-000-120-000-00-2-1

2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title
Central Sanitary Supply/Brady IFS 4730 Armstrong Rd Bakersfield, Ca 93313 Contact Bruce.Herrin@bradvindustries.com

3. Description of requested items or services and their purpose(s):
Po#For CK Food Service Supplies/ Janitorial Supplies & CTR Consumables

4. Reason(s) for requesting a sole source purchase:
- ☐ Original manufacturer or provider; no other local distributors exist.
- ☐ Only local distributor for the original manufacturer or provider.
- ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
- ☑ Only known item or service matching the requested needs or performing the intended task.
- ☐ Sole provider of a licensed or patented good or service.
- ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
- ☐ Sole provider of factory-authorized warranty service.
- ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.

5. Explain why the product or service requested is the only one that can satisfy your requirements, as well as why alternatives are unacceptable. Be specific with regard to specifications. Attach additional pages if necessary.

REQUESTED BY:

Tom Adame	Food Service Manager	2/13/2024
PRINTED NAME	TITLE	DATE

CEDS Fiscal: _____ Date: _____
Assistant Director of Finance/Fiscal Analyst

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

Division Director: _____ Date: 2/14/24

Authorization: ☒ **APPROVED** ☐ **NOT APPROVED**

Business Manager: _____ Date: 2/13/24

REVISED 7/1/17

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

SOLE SOURCE JUSTIFICATION FORM

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

1. Estimated contract amount: $42,000 Account Code(s): 6305-112-000-120-000-00-2-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
3. Description of requested items or services and their purpose(s): PO# for CK FS Supplies/Janitorial Supplies, CTR Consumables
4. Reason(s) for requesting a sole source purchase:

- ☐ Original manufacturer or provider; no other local distributors exist.
- ☐ Only local distributor for the original manufacturer or provider.
- ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
- X Only known item or service matching the requested needs or performing the intended task.
- ☐ Sole provider of a licensed or patented good or service.
- ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
- ☐ Sole provider of factory-authorized warranty service.
- ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.

5. Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

REQUESTED BY:

Tom Adame Food Service Mgr. 1/31/2024

CEDS Fiscal: _____ Date: _____
Assistant Director of Finance/Fiscal Analyst

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

Division Director: _____ Date: 2/14/24

Authorization: ☒ **APPROVED** ☐ **NOT APPROVED**

Business Manager: _____ Date: 2/13/24

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

SOLE SOURCE JUSTIFICATION FORM

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

1. Estimated contract amount: $58,000 Account Code(s): 6305-108/109-001-120-000-14-1-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
3. Description of requested items or services and their purpose(s): PO# for CTR Janitorial/Food Service Supplies
4. Reason(s) for requesting a sole source purchase:

- ☐ Original manufacturer or provider; no other local distributors exist.
- ☐ Only local distributor for the original manufacturer or provider.
- ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
- X Only known item or service matching the requested needs or performing the intended task.
- ☐ Sole provider of a licensed or patented good or service.
- ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
- ☐ Sole provider of factory-authorized warranty service.
- ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.

5. Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

REQUESTED BY:

Tom Adame Food Service Mgr. 1/31/2024

CEDS Fiscal: _____ Date: _____
Assistant Director of Finance/Fiscal Analyst

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

Division Director: _____ Date: 2/14/24

Authorization: ☒ **APPROVED** ☐ **NOT APPROVED**

Business Manager: _____ Date: 2/13/24

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

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SOLE SOURCE JUSTIFICATION FORM

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

1. Estimated contract amount: $700,000 Account Code(s): 7145-112-000-120-000-00-2-1
2. Recommended supplier name, address, phone, fax, e-mail, and contact name and title: Sysco, PO Box 432; Oxnard, CA. 93030. 661-333-0968, contact Warren McDaniel
3. Description of requested items or services and their purpose(s): PO# for CK Food Services
4. Reason(s) for requesting a sole source purchase:

- ☐ Original manufacturer or provider; no other local distributors exist.
- ☐ Only local distributor for the original manufacturer or provider.
- ☐ Parts or equipment not interchangeable with similar parts of another manufacturer.
- X Only known item or service matching the requested needs or performing the intended task.
- ☐ Sole provider of a licensed or patented good or service.
- ☐ Sole provider of items compatible with existing equipment, inventory, systems, programs or services.
- ☐ Sole provider of goods or service established as standard (please provide evidence of such a standard).
- ☐ Sole provider of factory-authorized warranty service.
- ☐ None of the above applies. Please attach a detailed explanation and justification for this sole source request.

5. Justification: Sysco is the only vendor that can provide the amount of product that is needed for the CK's needs in a timely manner.

REQUESTED BY:

Tom Adame Food Service Mgr. 1/31/2024

CEDS Fiscal: _____ Date: _____
Assistant Director of Finance/Fiscal Analyst

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

Division Director: _____ Date: 2/14/24

Authorization: ☒ **APPROVED** ☐ **NOT APPROVED**

Business Manager: _____ Date: 2/13/24

MEMORANDUM

To: Budget & Finance Committee

From: Lois Hannible, Program Manager

Date: February 21, 2024

Subject: *Agenda Item 4i*: Contract Renewal for Continued Funding of Medi-Cal Health Navigator Project – **Action Item**

CAPK partnered with the County of Kern to apply for State funds to implement a Health Navigator Medi-Cal Project. CAPK was awarded grant funds for the provision of Medi-Cal Health Navigator Project Services with a term of 7/1/2023 - 6/30/24. YTD over 4,000 people have been informed about Medi-Cal services through social media platforms and impressions and over 760 have been informed through phone calls and flyers. In addition, 21 individuals have been assisted with Medi-Cal enrollment services.

The County and CAPK are currently in the process of renewing the contract agreement for the Medi-Cal Health Navigator Project for FY 2024/2025.

The general scope of work for the Medi-Cal Health Navigator Project is to be facilitated by the Friendship House (FHCC) and 211, and consists of providing Medi-Cal outreach, education, enrollment, navigation, and renewal assistance for individuals in the community. The focus of the program is to encourage and assist current Medi-Cal beneficiaries to update their contact information on file with their local county social services agency and to inform them to complete and return renewal/recertification packets, when received.

The contract dates for the Medi-Cal Health Enrollment Navigator Project are July 1, 2024-June 30, 2025, for a contract amount of $311,248.

Recommendation:

Staff recommends approval of the Medi-Cal Health Navigator Project agreement and authorize the Chief Executive Officer to sign and execute the contract agreement and any amendments throughout the term of the agreement.

Attachment:
Contract Renewal Agreement for the Medi-Cal Health Navigator Project is attached.

AGREEMENT
FOR
PROVISION OF MEDI-CAL HEALTH ENROLLMENT
NAVIGATOR PROJECT SERVICES
Independent Contractor
(COUNTY – Community Action Partnership of Kern)

THIS AGREEMENT ("**Agreement**") is made and entered into on _____("**Execution Date**"), by and between the COUNTY OF KERN, a political subdivision of the State of California ("**County**"), as represented by the Department of Human Services ("**Department**"), and Community Action Partnership of Kern (CAPK), ("**Contractor**"), whose principal place of business is at 1300 18th Street., Suite 200 ~~5005 Business Park North~~, Bakersfield, CA ~~93309~~ 93301. County/Department and Contractor are referred to individually as a "**Party**" and collectively as the "**Parties**". CONTRACTOR'S UNIQUE ENTITY IDENTIFIER NUMBER: MH2JA4FK2WK1.

Formatted: Superscript

WHEREAS:

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, experienced, and competent to perform those services; and

b. The Department has been chosen as a recipient for funding from the Department of Health Care Services for the administration of the Medi-Cal Health Enrollment Navigator Project to provide Outreach, Education, Enrollment, Navigation and Renewal services for the Medi-Cal program; and

c. County recently engaged with the contractor to provide Medi-Cal Outreach, Education, Enrollment, and Renewal services and county desires to re-engage Contractor to continue to provide said services. Contractor, by reason of Contractor's qualifications and experience, has offered to provide the required services on the terms set forth in this Agreement.

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

1. TERM

This Agreement shall commence on July 1, 2024 and shall remain in effect until June 30, 2025, unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF CONTRACTOR

Contractor shall assume responsibility for providing Medi-Cal Health Enrollment Navigator Project services including Outreach, Education, Enrollment, Navigation, and Renewal assistance activities for the State Medi-Cal program for individuals in the community. Contractor agrees to perform the agreed upon and authorized Work Plan activities, as presented in **Exhibit "A"**, for the purpose of performing the Medi-Cal Health Enrollment Navigator Project and will meet the agreed upon target impact goals.

A. Contractor shall attend meetings and trainings as set by the Department for the Medi-Cal Health Enrollment Navigator Project; and

B. Contractor shall provide Medi-Cal Navigator reports and invoicing consistent with the requirements listed above. Contractor shall use specific forms and systems as specified by the Department for tracking and reporting Medi-Cal Health Enrollment Navigator Project outcomes.

C. Reporting Responsibilities

1) Contractor shall provide monthly reports to Department by the 25th calendar day of each month following the month in which services are rendered. Report data shall include information as agreed upon by the County and Contractor on services that are provided within the scope of the Work Plan.

2) Reports shall be sent electronically in an Excel format as provided by Department by the twenty-fifth (25th) calendar day of each month following the month in which services were rendered.

3. RESPONSIBILITIES OF COUNTY

Department shall assume responsibility for providing the following services:

A. Department shall disseminate information pertaining to this program to its staff and will process Medi-Cal applications and renewals for Medi-Cal services expeditiously once received from the Contractor.

B. Department shall provide contractor monitoring and oversight.

C. Department shall review monthly reports and approve invoices.

4. COMPENSATION

County shall reimburse Contractor, in an amount not to exceed $311,248, as set forth in **Exhibit "B"**. No additional compensation will be paid. No funds paid to Contractor through this Agreement shall be utilized to compensate employees of Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USC Section 201 et seq., or applicable State law.

5. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

Contractor shall submit monthly to Department an invoice for reimbursement of allowable expenditures for the previous month. Costs claimed under this Agreement are subject to the following federal publications (current publications are available online and can be found at *www.whitehouse.gov/omb/circulars/*):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements

A. All invoices shall be submitted in a form approved by Department and shall include:

1) A monthly total and itemization of all costs by budget line item, arranged in the same order as the approved budget. Supporting documentation, including payroll reports, must be provided for each item for which reimbursement is requested.

2) Itemization of all travel expenses incurred. Reimbursement for travel and other related costs shall not exceed County's rates which are in effect at the time the expense(s) is/are incurred.

3) Copies of invoices submitted to Contractor from subcontractors.

4) Invoices shall be sent to the following attention:

Fiscal Support Supervisor
Accounts Payable Unit
Kern County Department of Human Services
PO Box 511
Bakersfield, CA 93302

Contractor shall adjust from its billings to Department all charges not fully reimbursable under the applicable cost principles and the terms of this Agreement. Contractor accepts fiscal responsibility for any future audit findings resulting from Contractor's billings under this Agreement. Contractor shall refund County for all costs related to this Agreement which are disallowed by the California Department of Social Services ("**CDSS**") as a result of audit findings or insufficient funds available from the State.

Contractor shall comply with all audit exceptions by appropriate federal, State and County audit agencies as prescribed by the auditing agency, and provide all required audit documentation to Department pertaining to the services required by this Agreement.

Invoices shall be sent to Department's Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Payment will be made to Contractor within 30 days of receipt and approval of each complete invoice by Department.

B. Department reserves the right to withhold payment if Contractor falls behind schedule or submits substandard work.

C. Final invoices must be received by Department no later than 45 days following termination of this Agreement.

D. Budget funds are restricted for use within the budget fiscal year. Administrative shifts of funds among budget categories or the addition of a budget category cannot be approved without prior submission of a revised budget by Contractor and prior written approval by Department.

6. AWARD INFORMATION DISCLOSURE

Pursuant to 2CFR 200.332, all recipients and subrecipients of federal funds must be provided additional information, including the Assistance Listings (AL) Number associated with each award and/or sub award. The AL Number(s) below is/are associated with this Agreement:

Assistance Listing Number	Program Title

93.332	Cooperative Agreement to Support Navigators in Federally Facilitated Exchanges

Additional award information can be found www.cdss.ca.gov-CFL 21/22-115.

7. REPRESENTATIONS

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

A. Contractor has the expertise, support staff, and facilities necessary to provide the services described in this Agreement; and

B. Contractor does not have any actual or potential interests adverse to County, nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and

C. Contractor shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

8. ASSIGNMENT

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

9. NEGATION OF PARTNERSHIP

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

10. IMMIGRATION REFORM AND CONTROL ACT

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

11. INDEMNIFICATION

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

12. INSURANCE

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

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

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

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

B. Liability Insurance Requirements:

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

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

b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least $1,000,000 each occurrence.

c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than $1,000,000 per occurrence and $2,000,000 aggregate.

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

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

4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i)

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

C. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.

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

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

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

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

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

13. EVALUATION

Services to be provided by Contractor shall be evaluated by Department on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to Contractor. Contractor shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

Deficiencies that may be subject to non-payment of future invoices by County shall include:

A. Failure to notify Department and receive prior written approval for any changes to Program delivery within 15 days of change for:

1) Change in assigned program staff.

2) Change in program or service hours and days.

3) Change in program or service locations and access for participants.

B. Failure to notify Department for written approval prior to any changes to delivery of program services. As designated in the contract.

C. Failure to request, in writing, and receive written pre-approval from County for changes to, or the addition of line items in, the approved budget.

D. Failure to provide written assurance of required civil rights training as detailed in **Section 33**, below.

E. Failure to adhere to the performance and fiscal requirements and standards required under this Agreement.

14. CONTRACT DISPUTE

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

15. TERMINATION

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

obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

16. NON-APPROPRIATION

County reserves the right to terminate this Agreement in the event insufficient funds are appropriated or budgeted for this Agreement in any fiscal year. Upon such termination, County will be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. Contractor will be given 30 days written notice in the event that such an action is required by County.

17. NOTICES

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

Notice to County shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to Contractor shall be addressed as follows:

Community Action Partnership of Kern
Jeremy T. Tobias, CEO
~~5005 Business Park North~~ 1300 18th Street, Suite 200
Bakersfield, CA ~~93309~~ 93301

Formatted: Superscript

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

18. OWNERSHIP OF DOCUMENTS

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

19. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It

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

20. SOLE AGREEMENT

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

21. AUTHORITY TO BIND COUNTY

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

22. MODIFICATION OF AGREEMENT

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

23. NON-WAIVER

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

24. CHOICE OF LAW/VENUE

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

25. CONFIDENTIALITY

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

A. During the term of this Agreement, Parties may receive or create certain confidential health or medical information ("Protected Health Information" or "**PHI**"). This PHI is subject to protection under State and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health

Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("**the HITECH Act**"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("**HIPAA Regulations**") and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PHI the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with the HITECH Act, and applicable HIPAA Regulations.

D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the HITECH Act, and applicable HIPAA Regulations, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PHI in a manner that is not authorized by the Parties or by applicable law.

E. During the term of this Agreement, the contractor agrees to abide by the Information Exchange Agreement between the Social Security Administration ("**SSA**") and the California Department of Health Care Services "**DHCS**"), the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the Health and Human Services Agency of California, the Electronic Information Exchange Security Requirement and Procedures for State and Local Agencies Exchanging Electronic Information with the Social Security Administration-Technical Systems Security Requirements ("**TSSR**"), and the Computer Matching Agreement between the Department of Homeland Security United States Citizenship and Immigration Services and the California Department of Health Care Services. **These documents contain sensitive material and the Contractor agrees not to post these documents in a public viewing area including any public Internet site.** Contractor agrees to abide by all relevant requirements in the National Institute of Standards and Technology ("**NIST**") Special Publications ("**SP**") 800-122 and 800-53 (https://www.nist.gov/), and the Memorandums of Understanding that the County has with DHCS and CDSS regarding all Personally Identifiable Information ("**PII**").

CONTRACTOR RESPONSIBILITIES

1) Contractor will provide a list of all employees who will have access to SSA data to the County prior to County giving Contractor access to such data. See **Exhibit "C"**.

2) Contractor and their staff will be required to complete an initial and annual confidentiality training. Each staff member, who handles SSA information, will sign a non-disclosure agreement stating they are aware of the requirements to maintain the confidentiality and non-disclosure of any SSA related information that is used by them to complete their daily duties and any sanctions and penalties that can follow any wrongful disclosure of PII/PHI information will be the responsibility of the Contractor. Contractor will maintain the non-disclosure statements for their employees for the required five years as stated in the TSSR and NIST guidelines. Additionally, if requested, Contractor will provide proof of such training to the Department as required by the MOUs.

3) Contractor agrees to allow the County to complete periodic onsite reviews of their facility to ensure that the following steps meet SSA's requirements:

   a) Safeguards for sensitive information;

   b) Technological safeguards on computer(s) that have access to SSA-provided information;

   c) Security controls and measures to prevent, detect, and resolve unauthorized access to, use of, and re-disclosure of SSA-provided information, and;

   d) Continuous monitoring of the Contractor's or agent's network and infrastructure and assets.

   e) Compliance with all applicable TSSR and NIST guidelines.

4) Contractor will maintain records of all PII and PHI exchanges under this contract for a period of five years and will provide such records upon request to the County for evidentiary purposes.

5) Contractor agrees no PII or PHI record will be stored outside the Contractor's information system without approval by County. Contractor will physically control and securely store information system media, both paper and digital, based on the highest Federal Information Processing Standard ("**FIPS**") 199 security category of the information recorded on the media. Contractor will restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.

6) Contractor is required to encrypt any PHI/PII information prior to transmission to the County as outlined in the TSSR and NIST guidelines. If encryption is not available, Contractor will work with County on alternate methods to receive any PII/PHI documents.

7) Contractor is required to report any breach or loss of PII/PHI within 24 hours to the appropriate County Security Officers. See **Exhibit "C"**.

8) Contractor will institute a destruction policy for the handling of all PII/PHI information including shredding, burning, and pulverizing of records to avoid any accidental disclosure of such information along with purging and sanitizing digital media using approved equipment, techniques, and procedures. Contractor will track, document, and verify media sanitization actions.

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

COUNTY RESPONSIBLTIES

1) County will provide Contractor with training materials which the Contractor will use to assist in completing their initial and annual training. See **Exhibit "C"** for access instructions.

2) County will provide Contractor access to the TSSR guidelines and the Memorandums of Understanding with DHCS and CDSS to assist them in meeting the requirements for maintaining confidentiality of all PII/PHI records. See **Exhibit "C"** for access instructions.

3) County will maintain records of all Contractor's and employees who handle PII/PHI as part of their daily duties and will only give access to SSA provided information as outlined in this Agreement.

4) If necessary, County will request records for evidentiary purposes when needed from the Contractor.

5) County agrees to provide a copy of their Breach Reporting Incident Policy to the Contractor along with contact names and telephone numbers for all County Privacy Officers.

26. BUSINESS ASSOCIATE ADDENDUM

Each Party agrees to execute the Business Associate Addendum attached hereto as **Exhibit "D"**, which covers obligations under HIPAA and HITECH, so that County may comply with its obligations under the HIPAA laws and Regulations.

27. ENFORCEMENT OF REMEDIES

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

28. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, such portions, or provisions shall be deemed severable and shall not be affected thereby, provided remaining

portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

29. COMPLIANCE WITH LAW

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

30. CAPTIONS AND INTERPRETATION

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

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

31. TIME OF ESSENCE

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

32. COUNTERPARTS

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

33. NONDISCRIMINATION

Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures, Chapter 21. Contractor will further adhere to all mandated requirements as described in the CDSS Manual of Policies and Procedures, Chapter 21, including but not limited to, Section 21-117 Staff Development and Training. A copy of CDSS Manual of Policies and Procedures, Chapter 21 can be found at: www.cdss.ca.gov/inforesources/civil-rights.

Contractor understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this Agreement, which compensation is funded through federal and State assistance. In the event County is subject to any fiscal sanction or other legal remedies as a result of Contractor's failure to comply with the requirements of this section, Contractor shall indemnify and hold harmless County from any such fiscal sanction or other legal remedy imposed against County as provided in the indemnification provisions of this Agreement. Contractor shall participate in and pay County's costs incurred in County's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

Contractor acknowledges that the County, as a recipient of such funding, is obligated to comply with State and federal requirements regarding nondiscrimination, as evidenced by form CR-50, Assurance of Compliance, (**Exhibit "E**"). By signing this Agreement, Contractor, as a recipient of such funding through the County, shall be equally bound to comply with each and every requirement set forth therein.

34. AUDIT, INSPECTION, AND RETENTION OF RECORDS

Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall submit Reporting Package of a single audit performed by an Independent Certified Public Accountant (CPA) as required by law and permitted by 2 CFR 200 Subpart F when aggregate federal funding is $750,000 or more in a fiscal year to the Federal Audit Clearinghouse. Additionally, Contractor shall provide copy of single audit to the County at:

internalaudit@kerndhs.com

If aggregate federal funding is less than $750,000 in a fiscal year, Contractor must provide County with a letter stating the amount of aggregate federal funding received. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years from the date of final payment under this Agreement, or until after the conclusion of any fiscal 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 conferred upon County herein.

35. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:

1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's

subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

B. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

36. CAPITAL ASSET EQUIPMENT

A. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or state funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used by Contractor, said equipment, shall remain with and continue to be used by Contractor subject to DHS's written consent.

B. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.

C. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

D. Contractor shall maintain an inventory list of tangible capital assets at $5,000 or more and intangible (Equipment Inventory valued between $1,000 and $4,999. Property purchased with funds from this Agreement or any predecessor Agreement for the same purpose. For the purposes of this section equipment is defined as moveable personal property with a useful life of one year or longer and has a value in excess of $1,000. The list will be transmitted in an excel document. The transmittal shall occur at fiscal year-end within 25 days and at the permanent closeout of the Agreement to:

DHSContracts@kerndhs.com

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

Contractor shall record the following information when property is acquired:

1. Date acquired on site.

2. Item description (include model number).

3. Tag number or other tag identifier.

4. Serial number (if applicable).

5. Purchase cost or other basis of valuation.

6. Location

7. Condition

37. LOBBYING CERTIFICATION

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

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

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

38. POLITICAL OR RELIGIOUS ACTIVITY

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of County property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual’s Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

39. NON-COLLUSION COVENANT

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

40. NO THIRD PARTY BENEFICIARIES

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

41. SIGNATURE AUTHORITY

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

42. EXHIBITS

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

[Remainder of this page is intentionally left blank.]

The Parties have executed this Agreement on the Execution Date.

COUNTY OF KERN

Dated: _____

By_____
Chairman, Board of Supervisors
"County"

COMMUNITY ACTION PARTNERSHIP OF KERN

Dated: _____

By _____
Jeremy Tobias, CEO
"Contractor"

APPROVED AS TO CONTENT:
Kern County Department of Human Services

Dated: _____

By _____
Lito Morillo, Director

APPROVED AS TO FORM:
Office of the County Counsel

Dated: _____

By _____
Bryan Walters, Deputy County Counsel

EXHIBIT “A”
Work Plan

Work Plan Instructions
The Department of Health Care Services (DHCS) is requesting a completed Work Plan for the Health Navigators Project. The Work Plan provides an overall scope of work efforts each project partner anticipates to implement and execute throughout the duration of the Health Navigators Project. DHCS will use the Work Plan as part of the application process and, if awarded, as a way to refer and monitor the work being completed in your county. Please complete each section of the Work Plan and provide realistic goals, activities, and approaches based on your community and county needs and organizational capacity.
Planning & Start-Up
Identify specific program planning and start-up activities your county or organization will implement before beginning navigation efforts. Identify the anticipated completed by date or timeframe.
Normal Operations
Identify specific strategies and activities your county or organization intends to utilize and execute to meet the core objectives of AB74, (outreach, application assistance, enrollment, navigation, retention, and troubleshooting). Identify specific target population(s) and the responsible entity who will implement these activities.
Public Health Emergency (PHE) Plan
Per the Medi-Cal Health Enrollment Navigators Project (HNP) Bulletin 2022-002, the Department of Health Care Services (DHCS) is preparing for the eventual termination of the COVID-19 PHE and the unwinding of efforts implemented as part of the response to this emergency. To prepare for the resumption of normal operations within our communities, HNP is requesting partners to implement focused activities, **above and beyond**, based off the status of the PHE. As such, identify below, the specific strategies and activities your county or organization intends to utilize and execute to meet each focus relating to the status of the PHE. Identify specific target population(s) and the responsible entity that will implement these activities.
During PHE
These focused activities are implemented while PHE is in effect. Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information. Identify if the outreach will be direct or if media outreach will be used. Identify specific target population(s) and responsible entity that will implement these activities.
60 Days Prior To PHE Termination
These focused activities are implemented from the 60 day notice through the end of PHE. Identify activities relating to outreach to encourage beneficiaries to update their contact information with their local county services office and check for upcoming renewal packets. Identify specific target population(s) and the responsible entity that will implement these activities.
12 Month PHE Unwinding Period
These focused activities are implemented at the end of the PHE through the unwind period as directed by DHCS. Identify activities that support the retention and redetermination of Medi-Cal benefits. Identify the specific target population(s) and the responsible entity that will implement these activities.
Project Goals
For tab 5, on the normal operations table, identify the number of individuals your county or organization anticipates to encounter for each data point related to normal operations. Enter the number for each goal under each fiscal year (FY). On the Focused Activities for PHE table identify the number of individuals your county or organization anticipates to encounter for each data point related to PHE Focused Activities.

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION) Attachment 2

NAVIGATORS PROJECT WORK PLAN

Program Planning and Startup Plan

Section 1: Identify specific Navigators Project's planning and start-up activities and the anticipated completion dates for the activities identified

PROGRAM PLANNING AND START-UP ACTIVITIES What strategies/ activities will be used to achieve?	ANTICIPATED COMPLETION DATE	ACTUAL COMPLETION DATE
Complete the application forms for submittal to DHCS for the Navigator Project. Meet with provider CBO agencies to determine best approach.	November 15, 2022	
Obtain approval from Kern County Board of Supervisors (KCBOS), Kern County Administrative Offices (KCAO), and internally communicate participation and readiness for county CBO collaboration, for such participation.	November 2022	
DHCS develops and provides deliverables letter and forms to Awardees.	November 2022	
KCDHS informs CBO's of award and negotiates with amount of funding awarded as needed.	November 2022	
KCDHS confirms collaborative efforts with proposed CBOs through contractual agreements. Development of contract language, communications, negotiations, and agreements reached with CBOs. Internal approvals and communications continue - KCAO, KCBOS, Kern County Legal, KCDHS and Finance	December 2022	
KCDHS develops Training Modules and CBO related project documents for implementation of Navigators project.	December 2022	
KCDHS - develops and refines internal systems for: fiscal functions, project operations oversight and reporting, project support, for project implementation through CBOs, and internal efforts.	December 2022	
KCDHS reviews DHCS requirements and considers best practices for obtaining, reviewing, and evaluating data to meet the needs of the project and how to integrate these with the CBO data gathering and reporting requirements.	December 2022	
Additionally, KCDHS develops Training Modules and CBO related project documents for implementation of the Navigator project and establishes standardized monthly communication meetings. KCDHS - develops and refines internal systems for: through CBOs' tracking systems, project communication systems.	December 2022	
KCDHS develops forms and Outreach materials for CBO Partners to utilize in their Outreach, Enrollment, and Retention efforts to increase positive project outcomes and maximize eligible Target Populations applicant utilization.	December 2022	
CAPK presents the new contract agreement to the Board of Directors	December 2022	
CAPK hires staff to support program implementation	January 2023	
CAPK purchases required onboarding materials including desks, phones, etc.	January 2023	

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION) Attachment 2

NAVIGATORS PROJECT WORK PLAN

Normal Operations

Section 2: Identify specific outreach, application assistance, enrollment, access & utilization to health care, troubleshooting, and retention strategies and activities that meets the core objectives of AB 74 you will conduct to implement this approach. Identify specific target population(s) and the responsible entity who will implement these activities. Please list an activity(ies) for each task. For reference, a short list of examples of activities under each task is on Tab 6.

Task	STRATEGIES AND ACTIVITIES What strategies/ activities will be used to achieve the AB74 goals?	TARGET POPULATIONS Refer to Tab 6	RESPONSIBLE ENTITY Name of county or CBO, or subcontracted entity
Outreach	All current and new incoming clients will be contacted and offered information and assistance regarding Medi-Cal Health care coverage benefits. Also, beneficiaries will be encouraged to update contact information and to watch for renewal packets.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Outreach and enrollment services will be offered at community resource fairs and via social media which have been determined to be strategically advantageous in reaching the desired Targeted Populations.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS and CAPK
Outreach	Community outreach and canvasing of need for Medi-Cal health coverage will be conducted in neighborhoods where the need is determined to be high, to include locations such as food pantries, schools, libraries, churches and other locations where the public gather. Enrollment assistance and follow up for individuals and families will be provided as necessary.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Application Assistance	The Parents of Youth enrolled in other CBO Programs will be contacted to provide information and education (Outreach services) regarding MAGI Medi-Cal and to offer assistance in the application process as needed.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Media Outreach	Due to COVID there is limited booth- based outreach is not possible. As a result, CAPK will provide expand outreach to include through social media platforms such as Instagram, Facebook & Twitter; also chat websites such as Zoom, Skype, Microsoft Teams, Podcasts, video promos. Outreach will also include mailings, flier distributions, radio coverage, live	Persons who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal	Community Action Partnership of Kern (CAPK) Program Educator

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NAVIGATORS PROJECT WORK PLAN

Outreach	CAPK will provide Medi-Cal outreach and enrollment services at the CAPK Food Bank commodity distributions, senior food giveaways, and at CAPK WIC sites located throughout Kern County	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Educator
Application Assistance	CAPK will contact the parents of youth enrolled in the CAPK Friendship House & Shafter Youth Center After-School programs and CAPK Head Start programs will be contacted to provide information and assistance regarding Medi-Cal Health Care coverage/benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Educator
Application Assistance	CAPK 211 Program Specialist will conduct follow-up calls to the target population after the initial contact is made through 2-1-1. Three attempts will be made to reach each caller by phone. CAPK currently provides assistance to individuals applying for CalFresh through the 211 system. Enrollment and assistance to individuals applying for Medi-Cal will be offered concurrently with the support and assistance currently provided to those applying for CalFresh	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Specialist

Enrollment	CAPK/Program Specialist will follow 2-1-1 project protocol, asking a series of demographic questions to determine Medi-Cal eligibility. 2-1-1 callers will be offered an onsite appointment for Medi-Cal enrollment via the BenefitsCal website portal. Medi-Cal education will be offered by Program Specialist s, following 2-1-1 call/campaign information.Program Specialist s will offer added assistance to 2-1-1 in screening callers for Medi-Cal eligibility, and will offer Medi-Cal outreach and education to all callers. CAPK-Program Specialist s will also offer onsite/in person and/or phone appointments for Medi-Cal enrollments and will assist in completing	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK) Program Specialist
Access & Utilization	KCDHS, along with CBO Partners, will collaborate throughout Kern County as deemed necessary to supplement activities, and/or increase positive outcomes provided by CBO Partners, and/or to incorporate events and opportunities not otherwise captured through CBO Partners.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Access & Utilization	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (such as Data Systems, Enrollment follow-up requirements) CBO outcomes will be monitored and reported.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting	KCDHS reviews enrollments and considers the best practices for obtaining, and communicating data to meet needs of project while remaining consistent with confidentiality requirements.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting	KCDHS will develop and refine internal systems: I.E.: Information Technology systems, fiscal A/P, A/R, and monitoring systems, KCDHS applicants through CBOs' tracking systems, project communication systems. KCDHS will develop forms and materials for CBO Partners to utilize in their efforts to increase positive project outcomes and maximize eligible Target Populations' for RETENTION of Medi-Cal.	☐Persons with mental health disorder needs ☐Persons with substance use disorder needs ☐Persons with other disabilities ☐Aged persons ☐Persons who are homeless ☐Young people of color ☐Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision ☐Immigrants and families of mixed immigration status ☐Persons with limited English proficiency ☐Low-wage workers and their families or dependents ☐Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS

Retention	Once eligibility is determined, and if enrolled, client will be put on a 10-month follow-up list for re-enrollment assistance services. KCDHS will assist as able with client status confirmation, as well as with data confirmation.	□Persons with mental health disorder needs □Persons with substance use disorder needs □Persons with other disabilities □Aged persons □Persons who are homeless □Young people of color □Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision □Immigrants and families of mixed immigration status □Persons with limited English proficiency □Low-wage workers and their families or dependents □Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Retention	CAPK will contact current Medi-Cal clients in Kern County to offer information and assistance regarding continued coverage for Medi-Cal Health Care /benefits.	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK)
Retention	CAPK Program Specialist will provide call follow-ups, screening, Medi-Cal education and enrollments. 211 will screen every caller for potential Medi-Cal eligibility and offer onsite education and retention services	Person who are low-wage workers and their families or dependents/ Persons who are homeless/ Young people of color/ Aged persons/ Immigrants and families of mixed immigration status/ Uninsured children and youth formerly enrolled in Medi-Cal.	Community Action Partnership of Kern (CAPK)
Access & Utilization	KCDHS will seek and take advantage of the opportunities that arise as made possible by insight and available resources. Here to, KCDHS will provide support with data confirmation as able.	□Persons with mental health disorder needs □Persons with substance use disorder needs □Persons with other disabilities □Aged persons □Persons who are homeless □Young people of color □Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision □Immigrants and families of mixed immigration status □Persons with limited English proficiency □Low-wage workers and their families or dependents □Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
Troubleshooting	Through continuous support & guidance from KCDHS, CBOs will be strengthened, and encouraged towards maximum outcomes. Furthermore, through project reporting requirements (Data Systems, Enrollment follow-up requirements, etc.) CBO outcomes will be monitored and reported.	□Persons with mental health disorder needs □Persons with substance use disorder needs □Persons with other disabilities □Aged persons □Persons who are homeless □Young people of color □Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision □Immigrants and families of mixed immigration status □Persons with limited English proficiency □Low-wage workers and their families or dependents □Uninsured children and youth formerly enrolled in Medi-Cal	KCDHS
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(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION) Attachment 2

NAVIGATORS PROJECT WORK PLAN

Public Health Emergency (PHE) Plan			
Section 3: On this tab, partners should list additional activities that go above and beyond the core AB74 activities as for the following phases of PHE. 1) Identify activities relating to outreach focus during PHE to encourage beneficiaries to provide their local county social services agency with any updated contact information such as: name, address, phone number, and email so the county can contact beneficiaries with important information about keeping their Medi-Cal coverage. Identify specific target population(s) and the responsible entity who will implement these activities. 2) Identify activities relating to outreach and retention during the 60 days prior to PHE termination. Identify specific target population(s) and the responsible entity who will implement these activities. 3) Identify activities relating to the PHE unwind which focuses on retention. Identify specific target population(s) and the responsible entity who will implement these activities.			
Task	**STRATEGIES AND ACTIVITIES** What strategies/ activities w	**TARGET POPULATIONS** Refer to Tab 6	**RESPONSIBLE ENTITY** Name of county or CBO, or subcontracted entity
During PHE			
Outreach	Implement Phase 1 with the strategies below	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will encourage beneficiaries to update contact information	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will inform beneficiaries to watch for renewal packets in the mail	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK

Retention Assist	Program Educators will support community members with updating their contact information through the local DHS office	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK and DHS
Retention Assist	Program Educators will disperse messaging about the importance of Medi-Cal and how to enroll	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Information and Referral Specialist will share Medi-Cal information with every person that calls into 2-1-1	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Information and Referral Specialist will share information regarding the PHE termination and share the importance of updating their contact information	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK

Retention	Program Specialist supports the completion of Medi-Cal applications through BenefitsCal	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Specialist will share information regarding the PHE termination and share the importance of updating their contact information	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Program Educators will support the re-certification of the application renewal process and updating of contact info	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Information and Referral Specialist will follow up with all eligible parties to support their enrollment	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			
(Select One)			
60 Days Prior to PHE Termination			

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NAVIGATORS PROJECT WORK PLAN

Retention Assist	Implement Phase 2 with the strategies below	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Promote continuity of coverage for beneficiaries by educating eligible populations that a termination of PHE will take place	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Inform beneficiaries to watch for their renewal packets in the mail	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Retention Assist	Encourage community members to return requested information and review/update contact information	Persons with mental health disorder needs Persons with substance use disorder needs Persons with other disabilities Aged persons Persons who are homeless Young people of color Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision Immigrants and families of mixed immigration status Persons with limited English proficiency Low-wage workers and their families or dependents Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			
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12 Month PHE Unwinding Period			

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION) Attachment 2

NAVIGATORS PROJECT WORK PLAN

Outreach	Continue to implement Phase 1 and Phase 2 stategies as listed above	Persons with mental health disorder needs □Persons with substance use disorder needs □Persons with other disabilities □Aged persons □Persons who are homeless □Young people of color □Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision □Immigrants and families of mixed immigration status □Persons with limited English proficiency □Low-wage workers and their families or dependents □Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Outreach to the community to inform them of Medi-Cal	Persons with mental health disorder needs □Persons with substance use disorder needs □Persons with other disabilities □Aged persons □Persons who are homeless □Young people of color □Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision □Immigrants and families of mixed immigration status □Persons with limited English proficiency □Low-wage workers and their families or dependents □Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
Outreach	Provide assistance with Medi-Cal applications and follow up with applicants	Persons with mental health disorder needs □Persons with substance use disorder needs □Persons with other disabilities □Aged persons □Persons who are homeless □Young people of color □Persons who are in county jail, in state prison, on state parole, on county probation, or under post release community supervision □Immigrants and families of mixed immigration status □Persons with limited English proficiency □Low-wage workers and their families or dependents □Uninsured children and youth formerly enrolled in Medi-Cal	CAPK
(Select One)			CAPK
(Select One)			

Normal Operations			
	FY 2022-23	FY 2023-24	FY 2024-25
Media Outreach	2,940,775	2,941,775	2,942,775
Direct Outreach	30,000	35,000	40,000
Application Assistance	870	900	950
Enrollment	112	122	132
Retention	17,300	17,400	17,500
Navigation			
Troubleshooting			

Focused Activities For PHE	
Direct Outreach	9,000
Application Assistance	920
Media Outreach	1,000,060
Enrollment	135
Retention	17,500
Navigation	
Troubleshooting	

(NAME OF COUNTY OR COMMUNITY-BASED ORGANIZATION)
NAVIGATORS PROJECT WORK PLAN

Attachment 2

Target Populations	
1.	Persons with Mental Health Disorders
2.	Persons with Substance Use Disorders
3.	Persons with Other Disabilities
4.	Aged Persons
5.	Homeless Persons
6.	Young People of Color
7.	Immigrants & Families of Mixed Immigration Status
8.	Persons with Limited English Proficiency
9.	Low-Wage Workers and their Families and Dependents
10.	Uninsured Children or Youth Formerly Enrolled in Medi-Cal
11.	Persons Who are in County Jail or State Prison, on State Parole, on County Probation, or Under Post Release Community Supervision

Task	Definition	Example
Enrollment	Activities for this task are for individuals encountered was enrolled into/approved for Medi-Cal as a result of submitting their application package.	Example activities include processing/approving the Medi-Cal application or when Medi-Cal enrollment is a direct result of being educated by or receiving assistance from the Navigators Project.
Retention	Activities for this task are for individuals encountered that result in their continuation of their Medi-Cal benefits, or re-establishing eligibility within the 90 day cure period.	Example activities include processing redeterminations, change in circumstance reports, assisting individuals complete the redetermination packets and and/or submit required substantiating documentation.
Direct Outreach	Activities for this task are if the individual was directly encountered as part of the outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits.	Example activities include community events, handing out flyers, and direct calls.
Media Outreach	Activities for this task are used if the individual was encountered through various media platforms as part of the outreach activities. For purposes of this Project, "outreach" is defined as "Individuals being informed or educated about Medi-Cal Program including how to apply for and keep Medi-Cal benefits.	Example activities include radio ads, bill board ads, and an Instagram post.
Application Assistance	Activities for this task are when an individual encountered was assisted in completing any or all parts of the Medi-Cal application package.	Example activities include filling out an application, and/or submit required substantiating documentation.
Access & utilization to health care	Activities for this task include assisting with access & utilization to health care.	Example activities include providing information about how to use Medi-Cal, explaining the difference between managed care and eligibility.
Troubleshooting	Activities are assisting with resolving any problems or issues associated with their Medi-Cal benefits and access to care.	Example activities include researching limitations or denials of care, requesting new Medi-Cal Benefits Identification Cards, and providing points of contact to resolve issues.
Assistance with Redetermination	Activities for this task are when an individual encountered was assisted in completing any or all parts of the Medi-Cal annual redetermination package prior to their redetermination date, or those same efforts during the 90 day cure period to retain.	Example activities include researching limitations or denials of care, requesting new Medi-Cal Benefits Identification Cards, and providing points of contact to resolve issues.

EXHIBIT “B”
Budget

Community Action Partnership of Kern (CAPK) ***Medi-Cal Health Navigator Project*** **FY 24/25**	
Line Item	**Budget Amount**
SALARIES	**$160,998**
PAYROLL TAXES & BENEFITS	**$43,470**
OPERATIONAL COSTS	**$78,485**
TOTAL DIRECT COSTS	**$282,953**
OVERHEAD OR INDIRECT COSTS	**$28,295**
TOTAL COSTS	**$311,248**

Community Action Partnership of Kern (CAPK) *Medi-Cal Health Navigator Project* **FY 24/25**	
Line Items	**Descriptive Narratives**
SALARIES	**$160,998**
Salaries	Two Program Educators, 1 Program Manager, 1 Information and Referral Specialist, and 1 Program Specialist.
PAYROLL TAXES & BENEFITS	**$43,470**
Benefits @ 27%	FICA/FICA-MED Expense. The benefits include employer payroll taxes and benefits @ 27% of Salaries and wages. Benefits include retirement, medical, dental, vision, workerscomp, life and accidental insurance.
OPERATIONAL COSTS	**$78,485**
Mileage	The operational expenses are prorated using CAPK's allocation schedule for the occupied square footage being used for the operation of this program. Costs include space costs, rent/leases, and utilities. Additional costs include staff mileage, program supplies, outreach costs, computer & periperal supplies, hiring costs/other, printing, consultant (to support marketing strategies and management), and client incentives (i.e. hand sanitizer key chains).
Program Supplies	
Computer & peripheral Supplies	
Rent/Leases ($726 month); Space Costs; Utilities	
Other/Hiring Costs	
Printing	
Outreach	
Consultant	
Client Incentives	
TOTAL DIRECT COSTS	**$282,953**
OVERHEAD OR INDIRECT COSTS	**$28,295**
	Certified Rate 0% Fixed Rate 10%
TOTAL COSTS	**$311,248**

EXHIBIT “C”

The Department of Human Services (DHS) entered into a Memorandum of Understanding with the California Department of Healthcare Services (DHCS), effective September 2, 2016, and with the California Department of Social Services (CDSS), effective May 18, 2017, regarding the protection of Personally Identifiable Information (PII) that we share with our Contractors. The definition of PII covered by these MOUs refers to “specific information about an individual used to trace that individual’s identity. Information such as his/her name, Social Security number (SSN), date and place of birth, mother’s maiden name or biometric records, alone, or when combined with other personal of identifying information is linkable or linked to a specific individual’s medical, educational, financial, and employment information.”

DHS’ agreements with these entities require DHS to provide a copy or access to both MOUs as well as the Technical System Security Requirements (TSSRs) and the National Institute of Standards and Technology (NIST) to each Contractor. DHS is required to inform Contractors of the specific information that applies to those who receive and send PII information and will provide training materials to assist the Contractors in initial and annual training requirements. Information to obtain copies of the confidential MOUs and security documents, as well as training materials, via secure file transfer, will be provided upon request by contacting **BAAContracts@kerndhs.com. You may not post any of the MOUs or the TSSR/NIST documents in a public place as specified by the Social Security Administration.**

Below are highlights of requirements outlined in the Agreement. This is not a comprehensive list, so please ensure you are familiar with responsibilities outlined in the Agreement relating to PII.

- All Contractors must provide the Department of Human Services with a list of their employees who will have access to PII information exchanged under its Agreement. Please send listing to **BAAContracts@kerndhs.com**.

- If there is a data breach of your technical system or any loss of PII information by you or your staff, this must be immediately reported to the Department of Human Services Security Officers. You must work with the Department’s Security Officers to determine if the breach is reportable to the State and provide evidence and a report of how the loss occurred, if requested.

- It is important to note that any PII violation carries civil and criminal sanctions for Contractors as well as employees if the SSA information is used in a manner or purpose not authorized under your Agreement with the County. Additionally, violations may result in a suspension of all SSA related documents being provided to the Contractor.

The Department of Human Services is committed to protecting all PII information that is shared with Contractors and trust Contractors share in this commitment.

Department of Human Services Security Officers:

- Technology Services Manager (661-334-3432) BAAContracts@kerndhs.com
- Human Resources Manager (661-633-7373) BAAContracts@kerndhs.com

EXHIBIT “D”

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") by and between County of Kern, by and through the Department of Human Services (“CE”) and Community Action Partnership of Kern ("BA").

RECITALS

A. CE wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the name of the Business Associate listed above.

(b) Covered Entity. “Covered Entity” or “CE” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Human Services.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the

HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.

(e) **Privacy Rule** shall I mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 (Subparts A and E).

2. **Obligations and Activities of Business Associate**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) **Reporting of Improper Access, Use or Disclosure.** BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

(e) **Business Associate's Agents.** BA shall ensure that any agents, including

subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D); 45 C.F.R. § 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

(f) **Amendment of PHI.** If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

(g) **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE s responsibility to prepare and deliver any such accounting requested BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

(h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect

to the Protected Information.

(j) **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

(k) **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements. policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. **Termination**

(a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].

(b) **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or

requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

(c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

4. I**ndemnification**

BA agrees to indemnify, defend and hold harmless CE and CE's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by CE, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, sub-contractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of CE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

5. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

6. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's

legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

7. **Amendment**

a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

8. **Assistance in Litigation or Administrative Proceedings**

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE. at no cost to County, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

9. **No Third-Party Beneficiaries**

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

10. **Effect on Contract**

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

11. **Interpretation**

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any

ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

EXHIBIT “E”

VENDOR ASSURANCE OF COMPLIANCE WITH
THE KERN COUNTY DEPARTMENT OF HUMAN SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

NAME OF VENDOR/RECIPIENT Community Action Partnership of Kern

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

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

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: February 28, 2024

Subject: *Agenda Item IV(a): Property and Casualty Insurance Renewal* – **Action Item**

Background:

CAPK's Property and Casualty Insurance coverages are scheduled to expire on February 29, 2024, with an existing premium of $629,862. As a result, IMA, insurance broker, has conducted a review of coverage and negotiated a renewal with current carriers on our behalf. IMA provided an update to the January Board meeting regarding their estimated projections based on loss history and market trends with an anticipated 23% increase or an estimated premium of $775,122. Following the meeting IMA continued to work with the underwrites and CAPK staff to refine the renewal.

Current Events:

The final quotes are in, and the renewal has come in at $733,601 with a 16% increase over the expiring year. The following is a premium comparison between the expiring year, renewal estimate, and renewal premium. Bolton is anticipating a revised premium for excess management liability which may see a slight reduction:

	2023-2024 Expiring Premium	2024-2025 Renewal Premium	$ Difference	% Difference
Property ($5,000 Deductible) including Inland Marine & Crime	$ 84,430	$ 86,147	$ 1,717	2%
Automobile	$ 142,794	$ 171,571	$ 28,777	20%
General Liability	$ 54,374	$ 64,281	$ 9,907	18%
Umbrella	$ 54,217	$ 61,501	$ 7,284	13%
Philadelphia Total	**$ 335,815**	**$ 383,500**	**$ 47,685**	**14%**
Management Liability ($75,000 Retention)	$ 186,166	$ 227,452	$ 41,286	22%
Excess Management Liability	$ 80,000	$ 90,981	$ 10,981	14%
Crime	$ 11,523	$ 14,503	$ 2,980	26%
Cyber Liability	$ 15,659	$ 16,441	$ 782	5%
Fee	$ 195	$ 195	$ -	0%
Surplus Lines Taxes & Fees	$ 504	$ 529	$ 25	5%
TOTAL	**$ 629,862**	**$ 733,601**	**$ 103,739**	**16%**

As anticipated the Management Liability and Property saw the greatest increase due to loss history and market factors. Property and Automobile will be spread among the programs that operate vehicles and facilities. Management Liability and Excess Management Liability will be allocated to the Indirect Budget.

Bolton proposed options to mitigate the premium by increasing the property deductible from $5,000 to $10,000 and retention of Management Liability from $75,000 to $100,000. Staff believes that in the long run keeping deductible and retention low may prove to be the most cost-effective option for the various program funding sources due to potential loss.

Recommendation:

Staff recommends the Board of Directors authorize the Chief Executive Officer to bind coverage at the proposed increased limits through IMA.

Attachment:
Renewal Proposal

A Revised Renewal Proposal for

Community Action Partnership of Kern

Effective: March 1, 2024

Jonathan Schreter MBA, CIC
Executive Vice President

Prepared: February 22, 2024

SERVICING TEAM

Community Action Partnership of Kern

Service Team					
Broker	**Jonathan Schreter, Executive Vice President**				
	E-mail:	Jonathan.Schreter@imacorp.com	Direct:	(626) 535-1408	Fax: (626) 583-4609
Service Team	**Julio Lopez, Client Executive**				
	E-mail:	Julio.Lopez@imacorp.com	Direct:	(626) 535-1441	
	Abigail Dankwah, Client Manager				
	E-mail:	Abigail.Dankwah@imacorp.com	Direct:	(626) 535-1443	
	Gayana Asatryan, Client Analyst				
	E-mail:	Gayana.Asatryan@imacorp.com	Direct:	(626) 535-1966	
	Service Team Fax:		(626) 583-2117		
Property & Casualty Resources					
Certificates/ Evidences	**Standard - Receipt in 24 Hours**		**Rush - Receipt in 3 Hours**		
	Email:	certrequest@boltonco.com	Email:	rushcertrequest@boltonco.com	
	Fax:	(626) 583-2117			
Property & Casualty Claims	**Marianne Reyes, Senior Claim Consultant**				
	Direct:	(626) 507-1344	Fax:	(626) 583-2117	
	E-mail:	Marianne.Reyes@imacorp.com			
Workers' Comp Claims	**Brandi Silva, Workers Compensation Claims Manager**				
	Direct:	(626) 507-1407	Fax:	(626) 583-2117	
	E-mail:	Brandi.Silva@imacorp.com			
Risk Control	**Stefanie Nobriga, Associate Vice President of Risk Control**				
	Direct:	(626) 535-1436	Fax:	(626) 583-2117	
	E-mail:	Stefanie.Nobriga@imacorp.com			
Bonds	**Mary Smith, Associate Producer Surety**				
	Direct:	(626) 535-1473	Fax:	(626) 583-2124	
	E-mail:	Mary.Smith@imacorp.com			

SERVICING TEAM

Community Action Partnership of Kern

Department Leads				
Property & Casualty	**Erin Powell, Senior Vice President, Property & Casualty**			
	Direct:	(626) 535-1439	Fax:	(626) 583-2117
	E-mail:	Erin.Powell@imacorp.com		
Employee Benefits	**Jacqueline Roth, Director of Employee Benefits**			
	Direct:	(626) 535-1968	Fax:	(626) 583-2119
	E-mail:	Jacqueline.Roth@imacorp.com		
Personal Risk Management	**Jessica Gunnar, Senior Vice President**			
	Direct:	(626) 535-1817	Fax:	(626) 583-2116
	E-mail:	Jessica.Gunnar@imacorp.com		

PREMIUM COMPARISON

Community Action Partnership of Kern

	2023-2024 Expiring Premium	2024-2025 Renewal Premium	$ Difference	% Difference
Property ($5,000 Deductible) including Inland Marine & Crime	$ 84,430	$ 86,147	$ 1,717	2%
Automobile	$ 142,794	$ 171,571	$ 28,777	20%
General Liability	$ 54,374	$ 64,281	$ 9,907	18%
Umbrella	$ 54,217	$ 61,501	$ 7,284	13%
Philadelphia Total	**$ 335,815**	**$ 383,500**	**$ 47,685**	**14%**
Management Liability ($75,000 Retention)	$ 186,166	$ 227,452	$ 41,286	22%
Excess Management Liability	$ 80,000	$ 90,981	$ 10,981	14%
Crime	$ 11,523	$ 14,503	$ 2,980	26%
Cyber Liability	$ 15,659	$ 16,441	$ 782	5%
Fee	$ 195	$ 195	$ -	0%
Surplus Lines Taxes & Fees	$ 504	$ 529	$ 25	5%
TOTAL	**$ 629,862**	**$ 733,601**	**$ 103,739**	**16%**

Increased Property Deductible Option

	2023-2024 Expiring Premium	2024-2025 Optional Premium	$ Difference	% Difference
Property with $10,000 Deductible	$ 84,430	$ 79,483	$ (4,947)	-6%
AGGREGATED TOTAL	**$ 629,862**	**$ 726,937**	**$ 97,075**	**15%**

Management Liability Option with EPL @ $100K Retention Comparison

	2024-2025 Optional Premium Travelers @ $100K	2024-2025 Optional Premium Lexington @ $100K	$ Difference	% Difference
Management Liability	$ 206,659	$ 176,692	$ (29,967)	-15%
Surplus Lines Taxes & Fees	$ -	$ 5,619	$ 5,619	100%
Excess Management Liability	$ 90,981	$ 70,677	$ (20,304)	100%
Surplus Lines Taxes & Fees	$ -	$ 2,248	$ 2,248	100%
AGGREGATED TOTAL	**$ 712,808**	**$ 670,403**	**$ (42,405)**	**-6%**

This proposal is a summary of terms and conditions proposed by the insurers based on the information obtained from you. The policy must be reviewed for all of the coverages, terms, conditions, and exclusions. Policy forms will be made available at your request.
The issued policy will supersede this proposal.

Higher Limits May be Available for All Coverages

SUBJECTIVITIES

Philadelphia Subject to:
Signed Statement of Values
How many children at Location 4: 2400 Planz Rd, Bakersfield, CA 93304
Please verify square footage for Location 87: 2550 E. Belle Terrace #200, Bakersfield, CA 93307. Inspection report states over 100,000 square feet
Phly requests the commitment to their FREE water detection system - PHLYSENSE. Sign up today by contacting PHLY Risk Management at 800.873.4552 ext. 4 or phlysense@phly.com
Non-Owned and Hired Liability is provided. Employees/Volunteers using their personal auto in the business of the insured must provide evidence of auto insurance, equal to or in excess of state minimum. Evidence of insurance will be kept on file by the insured.

Houston Casualty Cyber Liability Subject to:
Signed and dated applications within 45 days of the effective date
Signed D1 Notice

Crime Subject to:
No Flat Cancellations
What corrective measures have been taken regarding the deception fraud claim and preventing another loss

Travelers Management Liability Subject to:
There have been a total of 6 claims since 2021, 2 of which have been paid this past year totaling over $318,000 and there is still 1 open claim that Travelers are continuing to defend.
Aside from the claim activity, there have been exposure increases that have been accounted for in Travelers underwriting and rating (i.e. increase in employee count, 44% increase in Total Assets and 29% increase in Total Revenues).

Lexington Management Liability Subject to (if selected):
No Flat Cancellations
Signed D1 Notice
Prior to Binding: Details on the Rosa Gerner claim, including full allegations and demand made (if any).
Prior to Binding: Corrective measures implemented in response to the Roxanne Harris claim.
Resigned/dated Application

Harco Management Liability Subject to (if selected):
Signed TRIA Disclosure Form
Signed and Dated Application for all coverage parts
Most current Employee Handbook and HR Policies and Procedures
Details and corrective actions on claims

Travelers Excess Management Liability Subject to:
No Flat Cancellations
Signed D1 Notice

Acceptance Casualty Ins. Co. Excess Management Liability Subject to (if selected):
No Flat Cancellations
Signed D1 Notice
Signed and Dated Application

SUBJECTIVITIES

Optional Coverage Quote/Indications
Management Liability
Primary Layer - Lexington $200K EPL SIR Option - $145,315 Premium & Taxes
Primary Layer - Lexington $75K D&O SIR Option - $180,934 Premium & Taxes
Primary Layer - Harco National Ins. Co. $100K D&O/$150K EPL SIR Options - $139,032 Premium
Primary Layer - Travelers $75K D&O and EPL SIR Option - $227,295 Premium
Primary Layer - Travelers $100K D&O and EPL SIR Option - $206,348 Premium
Excess Management Liability
Excess Layer to Harco Underlying Option - Markel $5M Limit - $55,920 Premium
Excess Layer to Travelers Underlying Renewal - Acceptance Casualty Ins. Co $5M Limit - $77,385 Premium & Taxes
Excess/Umbrella Liability
$20K SIR Option - $56,995 Premium

NAMED INSUREDS

Community Action Partnership of Kern

Community Action Partners

Community Action Partnership of Kern Food Bank

Community Action Partnership of Kern
Statement of Values
As of 11/28/2023

Phly Loc#	Bldg #	Address	City	Zip Code	Div	Use or Program	Building Value 2 Average M&S Eval	Sq Ft $ for RC	Business Personal Property Value	Business Income/ Extra Expense Value	Year Built	Type	Square Ft.	Each or Gross Sales	Sales	Alarm, Sprink, Etc	Levels	Notes
1	1	300 19th St	Bakersfield	93301	YCS	Energy, VITA			$1,000,000	$250,000	1977	Cement	17,000			AB, SP	1	
2	1	500 E California Ave.	Bakersfield	93307	HNS	WIC-Main			$150,000	$2,000	1975	Wood/stucco	5,200			ABF	1	
3	1	610 Blandy Bldg	China Lake	93555	HNS	WIC-China Lake			$500	$2,000	1985	Wood/stucco	500				1	
5	1	2400 Planz Road	Bakersfield	93304	HS	Planz	$372,621	$259	$80,000	$5,000	1991	Modular	1,440	0		ABF	1	????
6	1	410 E Perkins	Mc Farland	93250	HS	Mc Farland	$372,621	$259	$80,000	$5,000	1991	Modular	1,440	20		ABF	1	
7	1	9124 Catalpa Ave	California City	93505	HS	California City	$363,706	$253	$80,000	$5,000	1995	Modular	1,440	17		ABF	1	
8	1	2800 Agate St	Bakersfield	93304	HS	Seibert	$372,621	$259	$80,000	$5,000	1994	Modular	1,440	20		ABF	1	
9	1	452 W Los Angeles Ave	Shafter	93263	HS	Shafter			$75,000	$5,000	1995	Wood/stucco	1,440	20		ABF	1	
10	1	1120 S Curry	Tehachapi	93561	HS	Tehachapi	$363,706	$253	$80,000	$5,000	1994	Modular	1,440	17		ABF	1	
11	1	3301 Virginia Ave	Bakersfield	93304	HS	Virginia	$358,266	$249	$80,000	$5,000	1994	Modular	1,440	20		ABF	1	
13	1	10721 Main St.	Lamont	93241	HS	Lamont	$372,621	$259	$80,000	$5,000	1995	Modular	1,440	17		ABF	1	
14	1	301-315 Stine Road	Bakersfield	93309	HS/EHS	Harvey Hall	$1,046,300	$238	$150,000	$5,000	1973	Wood/stucco	4,400	114		ABF	1	
14	2	301-315 Stine Road	Bakersfield	93309	HS/EHS	Harvey Hall EHS	$750,000	$250	$80,000	$5,000	2004	Modular	3,000			ABF	1	
14	3	301-315 Stine Road	Bakersfield	93309	HS/EHS	Harvey Hall new bldg	$4,050,000	$473	$150,000	$5,000	2022	Wood/stucco	8,560					
15	1	14327 S Vineland Road	Bakersfield	93307	HS	Vineland	$372,621	$259	$80,000	$5,000	1995	Modular	1,440	20		ABF	1	
16	1	1940 Inyo St.	Mojave	93501	HS	Mojave	$363,706	$253	$80,000	$5,000	1990	Modular	1,440	20		ABF	1	
17	1	1835 Cecil Ave	Delano	93215	HS	Delano Office	$240,000	$250	$80,000	$5,000	1994	Modular	960			ABF	1	
17	2	1835 Cecil Ave	Delano	93215	HS	Delano-classrooms	$360,072	$250	$80,000	$5,000	1994	Modular	1,440	76		ABF	1	
17	3	1835 Cecil Ave	Delano	93215	HS	Delano-classrooms	$360,072	$250	$80,000	$5,000	1994	Modular	1,440			ABF	1	
17	4	1835 Cecil Ave	Delano	93215	HS	Delano-classrooms	$360,072	$250	$80,000	$5,000	1994	Modular	1,440			ABF	1	
17	5	1835 Cecil Ave	Delano	93215	HS	Delano-classrooms	$360,072	$250	$80,000	$5,000	1994	Modular	1,440			ABF	1	
18	1	2320 Mt Vernon Ave	Bakersfield	93306	HS	Heritage Park			$50,000	$5,000	1975	Cement block	1,400	20		AB	1	
19	1	3000-3003 Sterling Road	Bakersfield	93306	HS/EHS	Sterling Office	$713,333	$255	$200,000	$5,000	1996	Wood/stucco	2,800			ABF	1	
19	2	3000-3003 Sterling Road	Bakersfield	93306	HS/EHS	Sterling-classroom	$344,747	$265	$80,000	$5,000	1999	Modular	1,300	123		ABF	1	
19	3	3000-3003 Sterling Road	Bakersfield	93306	HS/EHS	Sterling-classroom	$344,747	$265	$80,000	$5,000	2001	Modular	1,300			ABF	1	
19	4	3000-3003 Sterling Road	Bakersfield	93306	HS/EHS	Sterling-classroom	$344,747	$265	$80,000	$5,000	2001	Modular	1,300			ABF	1	
19	5 & 6	3000-3003 Sterling Road	Bakersfield	93306	HS/EHS	Sterling-classroom (new buildings)	$2,690,000	$470	$150,000	$5,000	2001	Wood/Stucco	5,720			ABF	1	
20	1	10300 1/2 San Diego St	Lamont	93241	EHS	San Diego			$200,000	$5,000	1980	Wood/Stucco	5,861	40		AB	1	
21	1	2424 Cottonwood Road	Bakersfield	93304	YCS	Friendship House	$4,710,269	$336	$150,000	$150,000	2011	Steel	14,000			ABF, SP	1	
22	1	455 E. Euclid Ave	Shafter	93263	YCS	Shafter Youth Center	$4,079,565	$341	$100,000	$150,000	2003	Steel	11,966			ABF, SP		
23	1	3101 Mall View Road	Bakersfield	93306	HNS	Central Kitchen	$2,200,000	$254	$325,000	$150,000	1989	Wood/Stucco	8,667			ABF, SP	1	
24	1	3811 River Blvd	Bakersfield	93305	HS/EHS	Martha J. Morgan	$2,500,000	$455	$100,000	$5,000	1978	Wood/Stucco	5,489	40		ABF	1	
25	1	7998 Alicante Ave	Lamont	93241	HS	Alicante	$372,621	$259	$80,000	$5,000	2002	Modular	1,440	20		ABF	1	
27	1	1600 Poplar Ave	Wasco	93280	HS	Sunrise Villa			$50,000	$5,000	1981	Wood/Stucco	2,000	20		AB	1	
28	1	5704 Pioneer Drive	Bakersfield	93306	HS	Alberta Dillard	$788,884	$251	$100,000	$5,000	1965	Wood/Stucco	3,140	40		ABF	1	
30	1	7000 W Doe Ave	Visalia	93291	HNS	MCAP-Visalia			$5,000	$5,000	1991	Wood/Stucco	64				1	
31	1	520 S Washinton St	Bakersfield	93307	HNS	Food Bank-Food Warehouse	$5,687,569	$95	$1,700,000	$500,000	2003	Steel	60,000		300,000	ABF	1	Valued revised from 2,426,799 5/1/23
32	1	1825 Feliz Drive	Bakersfield	93307	HS/EHS	Pete Parra Admin Bldg	$1,914,105	$213	$165,000	Included	2008	Wood/Stucco	9,000			ABF	1	
32	2	1825 Feliz Drive	Bakersfield	93307	HS/EHS	Pete Parra (Classroom Bldg #200)			$70,000	Included	2008	Wood/Stucco		112		ABF	1	
32	3	1825 Feliz Drive	Bakersfield	93307	HS/EHS	Pete Parra (Classroom Bldg #300)			$70,000	Included	2008	Wood/Stucco				ABF	1	
32	4	1825 Feliz Drive	Bakersfield	93307	HS/EHS	Pete Parra (Classroom Bldg #400)	$1,445,000	$602	$70,000	Included	2008	Wood/Stucco	2,400			ABF	1	
32	5	1825 Feliz Drive #B	Bakersfield	93307	HS/EHS	Warehouse	$2,730,477	$228	$1,000,000	Included	2008	Steel	12,000			ABF	1	

Phly Loc#	Bldg #	Address	City	Zip Code	Div	Use or Program	Building Value 2 Average M&S Eval	Sq Ft $ for RC	Business Personal Property Value	Business Income/ Extra Expense Value	Year Built	Type	Square Ft.	Each or Gross Sales	Sales	Alarm, Sprink, Etc	Levels	Notes
33	1	459 E,. Euclid Avenue	Shafter	93263	EHS	Shafter EHS	$1,071,873	$214	$80,000	$5,000	2003	Modular	5,000	26		ABF	1	
34	1	814 North Norma	Ridgecrest	93555	HS	Oasis	$2,500,000	$255	$230,000	$150,000	1978	Wood/Stucco	9,796	57		ABF	1	
35	1	1111 Bush St	Arvin	93203	HS/EHS	Primeros Pasos			$375,000	$5,000	2004	Modular	2,000	80		ABF	1	
36	1	525 East Yosemite	Madera	93638	HNS	MCAP-Madera			$5,000	$5,000			200				1	
37	1	1410 11th St.	Bakersfield	93302	HS/EHS	Cleo Foran	$534,224	$254	$80,000	$5,000	1995	Wood/Metal	2,100	23			1	
38	1	525 Roberts Lane Bldg b	Oildale	93308	HNS	WIC-Oildale			$6,000	$5,000	1985	Wood/Stucco	800				1	
39	1	6019 - 3 & 4 Niles	Bakersfield	93306	HNS	WIC-Niles			$110,000	$5,000	1987	Wood/Stucco	1,800				1	
40	1	401 Willow	Bakersfield	93308	HS	Willow			$50,000	$50,000	1980	Wood/Stucco	5,330	55			1	
41	1	1913 Feliz Drive	Bakersfield	93307	CAPK	Vacant Land				$0							1	6.85 ACRES
42	1	500 South Washington	Bakersfield	93307	CAPK	Vacant Land				$0							1	3.91 ACRES
43	1	108 South Robinson	Tehachapi	93261	HNS	WIC-Tehachapi			$500	$5,000			500				1	
44	1	11336 Bartlett Ave	Adelanto	92301	HNS	WIC-Adelanto			$20,000	$5,000	2005	Wood/Stucco	1,000				1	Sq Feet updated from 17625 on 4/18/2016
46	1	814 North Norma	Ridgecrest	93555	HNS	WIC-Ridgecrest			$30,000	$5,000	1978	Wood/Stucco	2,000			ABF	1	
47	1	2101 7th St Bldg E	Wasco	93280	HNS	WIC-Wasco Medical			$104,000	$5,000		Wood/Stucco	1,440				1	
48	1	650 James St	Shafter	93263	HNS	WIC-Shafter		$0	$100,000	$5,000		Wood/Stucco	1,035				1	
49	1	5055 California Ave. #101	Bakersfield	93309	HS/EHS	Enrollment & Attendance			$100,000	$5,000	1982	D- Steel Frame	3,107			ABF	1	
49	2	5055 California Ave. #220	Bakersfield	93309	Admin	Comm Development and Fnd			$100,000	$5,000	1982	D- Steel Frame	1,299			ABF	1	
50	1	819 Sixth Avenue	Taft	93268	HS	Taft			$50,000	$5,000		Modular	1,400	66			1	
50	2	819 Sixth Avenue - bldg #2	Taft	93269	HS	Taft			$100,000	$5,000		Modular	1,400				1	
50	3	819 Sixth Avenue - Bldg #3	Taft	93269	HS	Taft			$100,000	$5,000		Modular	1,400				1	
51	1	8820 Sheep Creek Road	Phelan	92371	HNS	WIC-Phelan			$5,000	$5,000			250				1	
52	1	4600 Panama Lane	Bakersfield	93313	HNS	WIC-Panama			$5,000	$5,000			250				1	
53	1	41820 Garstin Dr.	Big Bear Lake	92315	HNS	WIC-Big Bear			$100,000	$5,000		Wood/Stucco	954			ABF	1	
54	1	1900 East California Ave	Bakersfield	93305	HS/EHS	East Cal		$0	$100,000	$5,000		Wood/Stucco	8,000			52	2	
55	1	90 Farrell Dr Bldg 5620	Edwards	93524	HNS	WIC-Edwards AFB			$500	$5,000	1985	Wood/Stucco	1,000				1	
56	1	21138 CA Hwy 46	Lost Hills	93249	HNS	WIC-Lost Hills			$500	$5,000		Wood/Stucco	250			ABF	1	
57	1	1500 So Fairfax Rd (module 1)	Bakersfield	93307	HS	Fairfax			$80,000	$5,000		Modular	960	20		ABF	1	
57	2	1500 So Fairfax Rd (module 2)	Bakersfield	93307	HS	Fairfax			$80,000	$5,000		Modular	960	20		ABF	1	
57	3	1500 So Fairfax Rd (Admin)	Bakersfield	93307	HS	Fairfax			$80,000	$5,000		Modular	960			ABF	1	
58	1	220 N. 11th Ave	Hanford	93230	HNS	MCAP-Hanford			$5,000	$5,000		Wood/Stucco	200			ABF	1	
59	1	1815 Van Ness	Fresno	93721	HNS	MCAP-Fresno			$5,000	$5,000		Wood/Stucco	200			ABF	1	
60	1	3500 Mojave	Mojave	93501	YCS	EKFRC Classroom			$1,000	$5,000		Modular	1,250			ABF	1	
61	1	1600 E Truxtun Ave	Bakersfield	93305	HNS	WIC-Homeless			$5,000	$5,000		Wood/Stucco	250			ABF	1	
63	1	347 E Poplar St (historical bldg)	Stockton	95202	SJEHS	Barnett House	$940,000	$389	$100,000	$5,000		Wood/Stucco	2,417	30		ABF	1	
65	1	425 N California St	Stockton	95202	SJEHS	Calif St			$100,000	$5,000		Wood/Stucco	4,570	16		ABF	1	
67	1	545 W Sonora St	Stockton	95203	SJEHS	St Mary's			$100,000	$5,000		Modular	1,920	32		ABF	1	
68	1	2584 Felsite Ave	Rosamond	93560	HS	Rosamond			$100,000	$5,000	1997	Steel Frame	3,000	80		ABS	2	
69	1	1314 Oswell St	Bakersfield	93306	HS	Wesley			$100,000	$5,000	1960	Wood/Stucco	3,004	30		BF	1	
70	1	1145 N Hunter	Stockton	95203	SJEHS	SJ/EHS Admin			$100,000	$50,000	1989	Wood/Stucco	5,360	24		ABS	1	
71	1	2739 Diamond St # B	Rosamond	93560	HNS	WIC-Rosamond			$500	$5,000		Wood/Stucco	1,000				1	
72	1	701 S Hutchins St	Lodi	95240	SJEHS	Lodi UCCC			$100,000	$5,000		Wood/Stucco	2,980	32		ABF	1	
73	1	1509 N Golden Gate	Stockton	95205	SJEHS	Gianone	$510,199	$271	$80,000	$5,000		Modular	1,880	16		ABF	1	
74	1	2800 S D St	Stockton	95206	SJEHS	Kennedy	$510,199	$271	$80,000	$5,000		Modular	1,880	16		ABF	1	
75	1	236 W 4th St	Stockton	95206	SJEHS	4th Street			$80,000	$5,000	1980	Modular	3,235	16		ABF	1	
76	1	8401 California City Blvd # 8	California City	93505	HNS	WIC-Cal City			$100,000	$5,000		Wood/Stucco	900			ABF	1	
77	1	1001 Main St.	Delano	93215	HNS	WIC-Delano			$100,000	$5,000	1981	Cement	1,300			ABF, SP	1	

Phly Loc#	Bldg #	Address	City	Zip Code	Div	Use or Program	Building Value 2 Average M&S Eval	Sq Ft $ for RC	Business Personal Property Value	Business Income/ Extra Expense Value	Year Built	Type	Square Ft.	Each or Gross Sales	Sales	Alarm, Sprink, Etc	Levels	Notes
78	1	5351 Olive Drive #200	Bakersfield	93308	HNS	MCAP-Admin Office			$150,000	$25,000	2005		2,832			ABF, SP	1	
78	1	5351 Olive Drive #300	Bakersfield	93308	HNS	MCAP-Admin Office			$150,000	$25,000	2005	Wood/stucco	2,032			ABF, SP	1	
79	1	1840 Wardrobe Ave	Merced	95341	HNS	MCAP-Merced			$5,000	$5,000		Wood/Stucco	500			AB	1	
82	1	929 Broadway St. - Office	Wasco	93280	HS	Wasco			$100,000	$5,000	1954	Wood/Stucco	627				1	
82	2	929 Broadway St. - Classrooms	Wasco	93280	HS	Wasco			$100,000	$5,000	1954	Brick	1,797	40			1	
83	1	24028 Lake Dr, Suite A (new)	Crestline	92325	HNS	WIC-Crestline			$100,000	$5,000			1,000				1	
84	1	244 G. St #A	Needles	92363	HNS	WIC Needles			$500	$5,000		Wood/Stucco	650			ABF	1	
85	1	4032 Jewett Ave.	Bakersfield	93301	HS/EHS/ HVI	Angela Martinez HS & EHS	$3,316,515	$207	$100,000	$150,000	1988	Wood/Stucco	16,000	0		ABF	1	
85	2	4032 Jewett Ave.	Bakersfield	93301	HS/EHS/ HVI	Warehouse			$5,000	Included	1988	Metal	3,200	0			1	
86	1	2323 16th St. #302	Bakersfield	93301	HNS	CalFresh Healthy Living			$60,000	$5,000	1982	Steel	1,712	0		ABF	1	
87	1	2550 E. Belle Terrace #200	Bakersfield	93307	HNS	Food Bank Location #3			$400,000	$50,000	2001	Steel	2,500	0			1	
89	1	2900 M Street	Bakersfield	93301	HSS	Homeless Shelter - (Admin/Kitchen/Day Room)			$100,000	$2,000,000	2020	Steel Frame/Fabric	4,306	0		ABF, SP	1	
89	1	2900 M Street	Bakersfield	93301	HSS	Homeless Shelter (Dorms)			$100,000	Included	2020	Steel Frame/Fabric	8,114	0		ABF, SP	1	
91	1	2323 16th St. #305	Bakersfield	93301	CDD	211Kern			$60,000	$5,000	1982	Steel	2,644	0		ABF	1	
93	1	5 Real Road	Bakersfield	93309	HS	First Congregational Church			$100,000	$10,000	1955	Wood/stucco	6,247	0		ABF	1	
94	1	850 J Street	Lathrop	95330	SJEHS	Grace Community Church			$80,000	$10,000		Wood/stucco	3,015	0		ABF, SP	1	
95	1	1300 18th Street	Bakersfield	93301	HQ	Administration/Program Second flr - Head Start Admin, Professional Development and Enrollment, CalFresh, 211 Kern, CES, and WIC Third flr - HR, Finance, IT, Community Development, Operations, Executive offices and Board Room			$2,500,000	$570,000	1998	Steel	48,346			ABF, SP	2	
96	1	15662 K St	Mojave	93501	CAPK	East Kern Family Resource Ctr			$85,000	$10,000	1939	Wood/stucco	1,872	0		ABF	1	
97	1	1631 30th Street	Bakersfield	93301	HSS	Coordinated Entry Services			$90,000	$20,000	1954	Wood/stucco	4,522	0		ABF	1	
All	All	Blanket	N/A	N/A	N/A	N/A			$1,490,855	$0	N/A	N/A	0	0		N/A	N/A	Total Value of Misc Computers, Equipment & Printers for rating purposes, not tied to any one location
						Total Values:	**$51,088,151**		**$16,574,855**	**$4,714,000**	**$147,272**	**$0**	**412,080**	**$1,455**	**$300,000**	**11 Acres**		

Signature: Laurie Sproule

Name: Laurie Sproule

Title: Risk Manager

Laurie Sproiule

Date: 11/29/2023

VEHICLE SCHEDULE

Community Action Partnership of Kern

	VEHICLE DESCRIPTION VIN	LIAB.	MED.	UM	COMP.	COLL.
1	2003 Chevrolet C6500 VIN #1GBJ6E1323F522255	X	X	X	X	X
2	2004 Ford F350 Flatbed VIN #1FDWF36L94EC52202	X	X	X	X	X
3	2002 Chevrolet Cargo VIN #1GCHG39R021171491	X	X	X	X	X
4	2006 Chevrolet Express VIN #1GCHG39U861181812	X	X	X	X	X
5	2006 GMC Savana VIN #1GTHG39U561268910	X	X	X	X	X
6	2000 Chevrolet Astro VIN #1GNDM19W8YB183349	X	X	X	X	X
7	2002 Chevrolet Astro VIN #1GNDM19X92B146830	X	X	X	X	X
8	2004 GMC Safari VIN #1GKDM19X54B501881	X	X	X	X	X
9	2001 Ford F450 VIN #1FDXF46S01EB52695	X	X	X	X	X
10	2007 Chevrolet Silverado VIN #1GCEC19V17E139066	X	X	X	X	X
11	2007 Chevrolet Colorado VIN #1GCCS149X78185630	X	X	X	X	X
12	2007 Chevrolet Colorado VIN #1GCCS149578185180	X	X	X	X	X
13	2008 Ford F250 VIN #1FDNF20538EA87138	X	X	X	X	X
14	2008 Ford E350 VIN #1FTSS34L78DA12465	X	X	X	X	X
15	2008 Ford F45O VIN #1FDXF46Y18ED11173	X	X	X	X	X
16	2009 Chevrolet Colorado VIN #1GCCS149698134922	X	X	X	X	X
17	2009 Chevrolet Silverado VIN #1GCEC19029E135227	X	X	X	X	X
18	2009 Chevrolet Silverado VIN #1GCEC19J19E115477	X	X	X	X	X
19	2009 Chevrolet Silverado VIN #1GCEC19069E148840	X	X	X	X	X
20	2009 Chevrolet Silverado VIN #1GCEC19J89E137167	X	X	X	X	X
21	2010 Winnebago WF1385 VIN #1F66F5DY0B0A01645	X	X	X	$204,470 limit; $2,000 comp/coll ded	
22	2011 Ford Escape Hybrid VIN #1FMCU4K31BKC52018	X	X	X	X	X

VEHICLE SCHEDULE

23	2011 Ford Escape Hybrid VIN #1FMCU4K39BKC18442	X	X	X	X	X
24	2011 Ford Escape Hybrid VIN #1FMCU4K33BKC23605	X	N	X	X	X
25	2012 Ford Taurus VIN #1FAHP2DW2CG121994	X	X	X	X	X
26	2012 Ford Taurus VIN #1FAHP2DW4CG121995	X	X	X	X	X
27	2012 Ford F250 VIN #1FD7X2A65CEA98504	X	X	X	X	X
28	2012 Ford F250 VIN #1FD7X2A63CEA98503	X	X	X	X	X
29	2013 GMC Sierra VIN #1GD21ZCGXDZ316764	X	X	X	X	X
30	2013 GMC Sierra VIN #1GD21ZCG3DZ284126	X	X	X	X	X
31	2013 GMC Sierra VIN #1GD21ZCG0DZ210811	X	X	X	X	X
32	2014 GMC Savana VIN #1GD374BG8E1159498	X	X	X	X	X
33	2015 HINO 268A VIN #5PVNJ8JT6F4S56025	X	X	X	X	X
34	2015 Chevrolet Silverado VIN #1GB0CUEG8FZ121873	X	X	X	X	X
35	2007 Ford E150 Van VIN #1FTNE14W57DB26949	X	X	X	X	X
36	2016 HINO 268A VIN #5PVNJ8JV8G4S62847	X	X	X	X	X
37	2016 Dodge Grand Caravan VIN #2C4RDGBG0GR184533	X	X	X	X	X
38	2016 Nissan Sentra VIN #3N1AB7AP1GY270568	X	X	X	X	X
39	2016 Nissan Sentra VIN #3N1AB7AP0GY271064	X	X	X	X	X
40	2016 Nissan Sentra VIN #3N1AB7AP2GY267193	X	X	X	X	X
41	2016 Chevrolet Cruze VIN #1G1BC5SM7G7313697	X	X	X	X	X
42	2015 Chevrolet Cruze VIN #1G1BC5SM5G7311124	X	X	X	X	X
43	2017 International Reefer TR VIN #1HTMMMMM8HH151792	X	X	X	X	X
44	2017 Chevrolet Silverado VIN #1GC0CUEG8HZ181893	X	X	X	X	X
45	2017 Chevrolet Silverado VIN #1GC0CUEG3HZ188105	X	X	X	X	X
46	2016 Ford Transit Connect VIN #NM0GE9F76G1262907	X	X	X	X	X

VEHICLE SCHEDULE

47	2017 HINO 268A VIN #5PVNJ8JT2H4S58020	X	X	X	X	X
48	2017 Nissan NV 2500 VIN #1N6AF0LY6HN803623	X	X	X	X	X
49	2017 Nissan NV 2500 VIN #1N6AF0LY8HN806152	X	X	X	X	X
50	2017 Ford F250 VIN #1FTBF2A66HEE86303	X	X	X	X	X
51	2017 Nissan Versa Note VIN #3N1CE2CP9HL373588	X	X	X	X	X
52	2017 Nissan Versa Note VIN #3N1CE2CP5HL377928	X	X	X	X	X
53	2015 Mirage Trailer VIN #5M3BE1211F1063343	X	N	N	X	X
54	2018 Chevrolet Express Van G2500 VIN #1GCWGBFG3J1180866	X	X	X	X	X
55	2018 Chevrolet Express Van G2500 VIN #1GCWGAFP7J1328124	X	X	X	X	X
56	2018 Chevrolet Express Van G2500 VIN #1GCWGAFG2J1326748	X	X	X	X	X
57	2018 Chevrolet Express Van G2500 VIN #1GCWGBFG1J1310515	X	X	X	X	X
58	2018 Chevrolet Silverado VIN #1GB2CUEG7JZ344262	X	X	X	X	X
59	2019 Toyota Sienna VIN #5TDZZ3DC0KS994796	X	X	X	X	X
60	2019 Toyota Sienna VIN #5TDZZ3DC1KS992121	X	X	X	X	X
61	2019 Chevrolet Silverado VIN #2GC2CSEG0K1130899	X	X	X	X	X
62	2019 GMC Savana VIN #1GTW7AFP6K1188908	X	X	X	X	X
63	2019 Ford Transit Connect VIN #1FTBW2CM7KKA36048	X	X	X	X	X
64	2019 Toyota Sienna VIN #5TDZZ3DC0KS003502	X	X	X	X	X
65	2019 Toyota Sienna VIN #5TDZZ3DCXKS004060	X	X	X	X	X
66	2019 Toyota Sienna VIN #5TDZZ3DCXKS985751	X	X	X	X	X
67	2019 Toyota Sienna VIN #5TDZZ3DC1KS996279	X	X	X	X	X
68	2019 Dodge Promaster Cargo VIN #3C6TRVDG5KE501006	X	X	X	X	X
69	2019 Dodge Promaster Cargo VIN #3C6TRVDG0KE509837	X	X	X	X	X
70	2019 Brckt Util Trailer VIN #1B9US1620JB632004	X	N	N	X	X

VEHICLE SCHEDULE

71	2019 Chevrolet Silverado VIN #2GC2CREG5K1150011	X	X	X	X	X
72	2019 Chevrolet Silverado VIN #2GC2CREG5K1178374	X	X	X	X	X
73	2019 Chevrolet Silverado VIN #2GC2CREG4K1170203	X	X	X	X	X
74	2020 Chevrolet Traverse VIN #1GNERFKWOLJ105742	X	X	X	X	X
75	2020 Chevrolet Traverse VIN #1GNERFKW4LJ104738	X	X	X	X	X
76	2020 GMC Sierra 2500 VIN #1GT08LE70LF253742	X	X	X	X	X
77	2020 GMC Sierra 2500 VIN #1GT08LE79LF253724	X	X	X	X	X
78	2020 GMC Sierra 2500 VIN #1GT08LE77LF253589	X	X	X	X	X
79	2020 GMC Sierra 2500 VIN #1GT08LE75LF253736	X	X	X	X	X
80	2021 HINO L6 VIN #5PVNJ8AV8M5T50643	X	X	X	X	X
81	2021 HINO L6 VIN #5PVNJ8AV6M5T50169	X	X	X	X	X
82	2021 HINO L6 VIN #5PVNJ8AV3M5T50629	X	X	X	X	X
83	2021 Chevrolet Silverado VIN #1GC5WLE77MF108128	X	X	X	X	X
84	2021 Toyota Sienna LE VIN #5TDKRKEC6MS021581	X	X	X	X	X
85	2021 Ford Explorer XLT VIN #1FMSK7DH4MGA31644	X	X	X	X	X
86	2021 Chevrolet Traverse VIN #1GNERFKW3MJ158419	X	X	X	X	X
87	2021 Toyota Corolla VIN #JTND4MBE4M3114363	X	X	X	X	X
88	2021 GMC Acadia VIN #1GKKNKLAXMZ192785	X	X	X	X	X
89	2021 Chevrolet Silverado VIN #1GC5WLE78MF268812	X	X	X	X	X
90	2021 Chevrolet Silverado VIN #1GC5WLE72MF268840	X	X	X	X	X
91	2011 Chevrolet G-Series Van VIN #1GCSGAFX2B1129532	X	X	X	X	X
92	2006 Ford E150 Van VIN #1FTRE14W96DB37775	X	X	X	X	X
93	2021 Toyota Sienna VIN #5TDKRKEC2MS061799	X	X	X	X	X
94	2022 Toyota Corolla VIN #5YFEPMAE2NP292122	X	X	X	X	X

VEHICLE SCHEDULE

95	2021 ALCOM LLC EZEC818 (trailer w/Husky Elec Jack) VIN #5WFBC1828MB028014	X	N	N	X	X
96	2021 HINO L6 VIN #5PVNJ8AV3M5T50808	X	X	X	X	X
97	2020 Ford Transit 150 LR VIN #1FTYE1Y80LKB43172	X	X	X	X	X
98	2020 Nissan NV 2500 SV VIN #1N6BF0LY6LN809676	X	X	X	X	X
99	2020 Ford Transit 150 LR VIN #1FTYE1Y82LKB54853	X	X	X	X	X
100	2022 HINO L6 VIN #5PVNJ7AV0N5T50406	X	X	X	X	X
101	2023 HINO L6 VIN #5PVNJ7AV4P5T51755	X	X	X	X	X
102	2022 GMC 2500 Utility Bed VIN #1GD08LE74NF313679	X	X	X	X	X
103	2023 Toyota Highlander L VIN #5TDKDRAH5PS500555	X	X	X	X	X
104	2023 INTL HV607 VIN #3HAEJTAL2PL288853	X	X	X	X	X
105	2023 Chevrolet Equinox VIN #3GNAXKEG9PS144920	X	X	X	X	X
106	2023 Chevrolet Equinox VIN #3GNAXKEG7PS183411	X	X	X	X	X
107	2023 Toyota Highlander VIN #5TDKDRAH9PS505614	X	X	X	X	X
108	2023 Toyota Highlander VIN #5TDKDRAH0PS505663	X	X	X	X	X
109	2023 Ford Explorer VIN #1FMSK7DH3PGA40355	X	X	X	X	X
110	2023 Ford Explorer VIN #1FMSK7DH4PGA37125	X	X	X	X	X
111	2023 Ford Explorer VIN #1FMSK7DH7PGA94239	X	X	X	X	X
112	2023 RAM Promaster 2500 VIN #3C6LRVDG8PE510855	X	X	X	X	X
113	2023 Ford Explorer VIN #1FMSK7DH1PGA94530	X	X	X	X	X
114	2023 Honda Pilot VIN #5FNYG2H23PB014745	X	X	X	X	X

RENEWAL PROPOSAL OF INSURANCE
2024-2025

Community Action Partnership of Kern

	2023-2024 Expiring	2024-2025 Renewal	Remarks
Property	**Philadelphia A++ XV Admitted**	**Philadelphia A++ XV Admitted**	
Blanket Building	$58,639,095	**$51,088,151**	13% Decrease
Ordinance - Coverage A	Included	Included	
Ordinance - Coverages B & C	$1,000,000	$1,000,000	
Blanket Business Personal Property	$17,146,970	**$15,084,000**	12% Decrease
Blanket Business Income/Extra Expense	$4,964,000	**$4,714,000**	5% Decrease
Ordinance or Law - Increased Period of Restoration	Not Included	Not Included	
Property Deductible	$1,000	**$5,000**	See Options
Business Income Waiting Period	24 Hours	24 Hours	
Earthquake Sprinkler Leakage	$30,000	$30,000	via Elite Enhancement
Earthquake Sprinkler Leakage Deductible	$1,000	**$5,000**	
Equipment Breakdown	Included	Included	
Personal Property Off Premises	$250,000	$250,000	
Personal Property In Transit	$100,000	$100,000	
Accounts Receivable	$250,000	$250,000	
Valuable Papers	$250,000	$250,000	

Locations: See Statement of Values

CONDITIONS: Special Form; Replacement Cost; Agreed Value; Building and Personal Property 100% Co-Insurance; Business Income 1/3 Monthly Indemnity Form; Includes Protective Safeguard Endorsement - sprinkler and alarm system must be operable. Includes Philadelphia Bell Endorsement; Workplace Violence Loss of Income Endorsement; Crisis Management Endorsement and Elite Property Enhancement: Human Services Endorsements

EXCLUSIONS: Including, but not limited to Earthquake and Flood; Virus and Bacteria; Collapse; Continuous or Repeated Water Damage

Inland Marine	**Philadelphia A++ XV Admitted**	**Philadelphia A++ XV Admitted**	
Miscellaneous Equipment	$197,500	**$977,885**	395% Increase
Computer Coverage	$0	**$1,490,855**	New Coverage
Tools/Equipment	$100,000	$100,000	
Deductible	$1,000	$1,000	

EXCLUSIONS: Including, but not limited to Earthquake and Flood;

Community Action Partnership of Kern

	2023-2024 Expiring	2024-2025 Renewal	Remarks
Crime	**Philadelphia A++ XV Admitted**	**Philadelphia A++ XV Admitted**	
Money Orders & Counterfeit Currency	$5,000	$5,000	
Money & Securities - Inside	$5,000	$5,000	
Money & Securities - Outside	$5,000	$5,000	
Kidnap & Ransom	$25,000	$25,000	No Deductible Applies
Deductible	$500	$500	

CONDITIONS: Loss Sustained Form

Business Auto	**Philadelphia A++ XV Admitted**	**Philadelphia A++ XV Admitted**	
Auto Liability - Owned, Non-Owned & Hired	$1,000,000	$1,000,000	
Uninsured Motorist Bodily Injury	$1,000,000	$1,000,000	
Medical Payments	$5,000	$5,000	
Owned Vehicle Deductibles	$500 Comp $1,000 Coll	$500 Comp $1,000 Coll	
Hired Auto Physical Damage	Actual Cash Value	Actual Cash Value	
Hired Auto Physical Damage Deductibles	$500 Comp $1,000 Coll	$500 Comp $1,000 Coll	

CONDITIONS: See Automobile Schedule for list of Vehicles; Employees and Volunteers as Insureds; Employees as Insureds for Hired Autos; Rental Reimbursement $100 for 30 days; Stated Amount $204,470 limit and $2,000 comp/coll ded for 2010 Winnebago; Collision Damage Waiver - Owned Private Passenger Vehicles only; Mobile Homes Contents Coverage;

We are not aware of any excluded drivers at the time of quoting. The carrier may review driving records and exclude any drivers that do not meet their guidelines of acceptability.

RENEWAL PROPOSAL OF INSURANCE
2024-2025

Community Action Partnership of Kern

	2023-2024 Expiring	2024-2025 Renewal	Remarks
General Liability	**Philadelphia A++ XV Admitted**	**Philadelphia A++ XV Admitted**	
General Aggregate Limit	$3,000,000	$3,000,000	
Products-Completed Operations Aggregate	$3,000,000	$3,000,000	
Personal & Advertising Injury Limit	$1,000,000	$1,000,000	
Each Occurrence Limit	$1,000,000	$1,000,000	
Damage to Premises Rented to You Limit - Any One Premises	$1,000,000	$1,000,000	
Medical Payments Limit - Any One Person	$20,000	$20,000	
Sexual Abuse & Molestation/Aggregate	$1,000,000/$3,000,000	$1,000,000/$3,000,000	
Employee Benefits Liability/Aggregate	$1,000,000/$3,000,000	$1,000,000/$3,000,000	
Deductible	N/A	N/A	
Professional Liability/Aggregate	$1,000,000/$3,000,000	$1,000,000/$3,000,000	

CONDITIONS: Employee Benefits Liability is a Claims-Made & Reported Form. Retroactive Date: 6/01/2010; Includes Employee Defense Coverage; Volunteers and Employees as Insureds; Special Events Endorsement; General Liability Deluxe: Human Services Endorsement

The wording adding additional insured status for vendors, landlords, contractors or owners on your Commercial General Liability Policy applies only when there is a written contract between you and one of these entities requiring they be added to your policy as an additional insured. Please make sure to advise us if there is no contract at the time these are requested so special arrangements can be made with your insurance carrier. An unaltered purchase order is not considered a contract. Requests from these entities for additional insured status with no contract in force should be resisted as you have no legal obligation to provide this and claims against your policy in this situation could reduce the liability limits on your policy.

EXCLUSIONS: Including, but not limited to Pollution; Punitive Damages; Nuclear Energy; Mold; Asbestos; Property in your Care, Custody or Control; Employment Related Practices; Fungi or Bacteria; Lead; Electronic Chat Rooms; Violations of Statues; War; Employers Liability; Drones or Unmanned Aircraft; Aircraft or Watercraft; Trampolines or Rebounding Devices; Medical Payments to Children; Corporal Punishment; Designated Professional Services; Absolute Communicable Disease; Counseling Services; Specified Therapeutic or Cosmetic Services; Adoption and Foster Care Operations; PFC/PFAS; Prescription/Nonprescription Drugs;

Community Action Partnership of Kern

	2023-2024 Expiring	2024-2025 Renewal	Remarks
Umbrella	**Philadelphia A++ XV Admitted**	**Philadelphia A++ XV Admitted**	
Per Occurrence	$10,000,000	$10,000,000	
Aggregate Limit	$10,000,000	$10,000,000	
Abusive Conduct Sublimit	$6,000,000	$6,000,000	
Retention	$10,000	$10,000	

CONDITIONS: Limits are excess of Primary General Liability, Sexual Abuse & Molestation, Employee Benefits Liability, Owned, Non-Owned & Hired Auto Liability, Employers Liability, Professional Liability

EXCLUSIONS: Including, but not limited to Pollution; Fungi or Bacteria; Lead; Punitive Damages; Nuclear; Mold; Asbestos; Property in your Care, Custody or Control; Directors and Officers Liability; Employment Related Practices; Educators Professional Liability; Violent Event Response; Silica; Subsidence; Liquor Liability; Adoption and Foster Care Operations; Medical Professional Liability; Cyber Liability and Electronic; Absolute Communicable Disease; PFC/PFAS;

COVERAGE RE-CAP
2024-2025

Community Action Partnership of Kern

Philadelphia Indemnity
Umbrella
$10,000,000
Abusive Conduct incl Sexual Abuse Sublimit
$6,000,000

Markel
Excess Management Liability
$5,000,000

Cypress Insurance
Employer's Liability
$1,000,000

Philadelphia Indemnity
General Liability/ Employee Benefits Liability/ Sexual Abuse & Molestation
$1,000,000

Philadelphia Indemnity
Auto Liability
$1,000,000

Travelers
Management Liability
Directors & Officers Liability/ Employment Practices Liability/ Fiduciary Liability
$5,000,000

RENEWAL PROPOSAL OF INSURANCE
2024-2025

Community Action Partnership of Kern

	2023-2024 Expiring Premium	2024-2025 Renewal Premium	2024-2025 Optional Premium	2024-2025 Optional Premium
Management Liability	$ 186,166	$ 227,452	$ 176,692	$ 139,032
Surplus Lines Taxes & Fees	$ -	$ -	$ 5,619	$ -
Excess Management Liability	$ 80,000	$ 90,981	$ 70,677	$ 55,920
Surplus Lines Taxes & Fees	$ -	$ -	$ 2,248	$ -
TOTAL	**$ 266,166**	**$ 318,433**	**$ 255,235**	**$ 194,952**

	2023-2024 Expiring	2024-2025 Renewal	2024-2025 Option	2024-2025 Option
Management Liability	Travelers A++ XV Admitted	Travelers A++ XV Admitted	Lexington Ins. Co. A XV Non-Admitted	Harco National A- XI Admitted
Directors & Officers Liability	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Retention-Per Claim	$50,000	$50,000	$50,000	**$75,000**
Employment Practices Liability	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Retention-Per Claim	$75,000	$75,000	**$100,000**	**$150,000**
Fiduciary Liability	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Retention-Per Claim	$0	$0	$0	$0

CONDITIONS: Claims-Made & Reported Form; D&O, EPLI, Fiduciary First $2MM Prior & Pending and Continuity Date: 3/1/2017; Fiduciary $3MM Prior & Pending and Continuity Date: 3/1/2022;
Includes Wrongful Acts arising out of Employment Practices, Directors, Officers and Trustees; Includes Third Party Coverage in respects to Employment Practices Liability; Extended Reporting Periods available; Defense costs included within policy limits; D&O/EPLI Shared Limits;

Travelers: Includes Supplemental D&O Personal Indemnification Coverage $1,000,000; Includes Duty to Defend; Settlement Program Limit of Liability $250,000; HIPAA Limit of Liability $500,000; Workplace Violence Sublimit $250,000; Wage and Hour Law Claims Sublimit $100,000;

Lexington: Includes LexPro EPL Pak Premier Endorsement; Employed Lawyers Liability Coverage Endorsement; Crisis Management Expense Enhancement; Workplace Violence Expense Sublimit; Multiple Plaintiff/Class Action Claim Retention Sublimit Endorsement; **Excludes Wage & Hour Coverage;**

Harco: Includes Crisis Event Expense Sublimit; Workplace Violence Expenses Endorsement $250,000; Wage and Hour Sublimit $100K; HIPAA Privacy Penalties $250,000; Includes Crime Coverage $3MM Limit;

EXCLUSIONS: Including, but not limited to Bodily Injury; Specific Claimant Exclusion: Sierra, Coleman, Lugo, Ruiz; Medical, Psychological, and Counseling Professional Services; Sexual Misconduct and Child Abuse with Sexual and Workplace Harassment Carveback; Biometric Privacy

Excess Management Liability	Markel American A XV Admitted	Markel American A XV Admitted	Evanston Ins. Co. A XV Non-Admitted	Markel American A XV Admitted
Per Occurrence	$5,000,000	$5,000,000	$5,000,000	$5,000,000
Aggregate Limit	$5,000,000	$5,000,000	$5,000,000	$5,000,000

CONDITIONS: Claims-Made & Reported Form; Prior & Pending on First $8MM: 3/1/2017; Prior & Pending on Excess of $8MM up to $10MM: 3/1/2022; Limits are in excess of underlying Management Liability limits. Follow Form coverage form; Defense Expenses are included within the limits of insurance.

EXCLUSIONS: Including, but not limited to All Prior Philadelphia Claims;

RENEWAL PROPOSAL OF INSURANCE
2024-2024

Community Action Partnership of Kern

	2023-2024 Expiring	2024-2025 Renewal	Remarks
Crime	**The Hartford A+ XV Admitted**	**The Hartford A+ XV Admitted**	
Employee Dishonesty	$3,100,000	$3,100,000	
Forgery or Alteration	$3,100,000	$3,100,000	
Money & Securities - Inside	$3,100,000	$3,100,000	
Money & Securities - Outside	$3,100,000	$3,100,000	
Computer & Funds Transfer Fraud	$3,100,000	$3,100,000	
Money Orders & Counterfeit Currency	$50,000	$50,000	$0 Retention
Computer Systems Restoration Expenses	$25,000	$25,000	$1,000 Retention
Identity Recovery Expense Reimbursement	$25,000	$25,000	$250 Retention
Deception Fraud	$15,000	$15,000	$5,000 Retention
Investigative Expense Sublimit	$25,000	$25,000	$0 Retention
Retention	$15,500	$15,500	

CONDITIONS: Discovery Form;

RENEWAL PROPOSAL OF INSURANCE
2024-2024

Community Action Partnership of Kern

	2023-2024 Expiring	2024-2025 Renewal	Remarks
Cyber Liability	**Houston Casualty Co A++ XV Non-Admitted**	**Houston Casualty Co A++ XV Non-Admitted**	
Maximum Policy Aggregate Limit of Liability	$2,000,000	$2,000,000	
Multimedia Liability	$2,000,000	$2,000,000	
Security and Privacy Liability	$2,000,000	$2,000,000	
Privacy Regulatory Defense and Penalties	$2,000,000	$2,000,000	
PCI DSS Liability	$2,000,000	$2,000,000	
Bodily Injury Liability	$250,000	$250,000	
Property Damage Liability	$50,000	$50,000	
TCPA Defense	$50,000	$50,000	
Breach Events Costs	$2,000,000	$2,000,000	
Post Breach Remediation Costs	$25,000	$25,000	
BrandGuard	$1,000,000	$2,000,000	
System Failure	$2,000,000	$2,000,000	
Dependent System Failure	$1,000,000	$2,000,000	
Cyber Extortion	$2,000,000	$2,000,000	
Cyber Crime Sublimit Aggregate*	$100,000	$100,000	
Financial Fraud Sublimit	$100,000	$100,000	
Telecommunications & Utilities Fraud Sublimit	$100,000	$100,000	
Phishing Fraud Aggregate Sublimit	$100,000	$100,000	
Your Phishing Fraud Loss	$100,000	$100,000	
Client Phishing Fraud Loss	$100,000	$100,000	
Bricking Loss	$2,000,000	$2,000,000	
Property Damage Loss	$50,000	$50,000	
Reward Expense	$50,000	$50,000	
Court Attendance Costs	$25,000	$25,000	No Retention Applies
Breach Events Costs Outside Limit	Included	Included	
Retention	$50,000	$50,000	

CONDITIONS: Retroactive Date: Full Prior Acts;
BrandGuard 2 Weeks Waiting Period, 6 Months Period of Indemnity; System Failure Non-Physical Business Interruption 8 Hours Waiting Period, 6 Months Period of Restoration; Dependent System Failure Non-Physical Business Interruption 12 Hours Waiting Period, 4 Months Period of Indemnity; Includes Breach Event Costs Outside the Limit Enhancement; Biometric Claims Sublimit;

EXCLUSIONS: Including, but not limited to Nuclear Incident; Prior Knowledge; Cyber-bullying; War and Cyber Operation;

MARKETING SUMMARY

Community Action Partnership of Kern

Company	Response
PACKAGE & UMBRELLA	
Philadelphia (Incumbent)	**Presented - $425,021**
AmTrust	Pending
CareProviders	Declined - Claims/Loss History
Great American	Declined - Claims/Loss History
GuideOne	Pending
Hanover	Declined - Claims/Loss History
Hartford	Declined - Appetite
Liberty Mutual	Declined - Appetite
NonProfits Insurance Alliance	Declined - Uncompetitive
MANAGEMENT LIABILITY	
Travelers (Incumbent - Primary)	**Presented - $227,452** (Admitted)
Lexington	**Presented - $182,311** (Non-Admitted)
IAT (Harco)	**Presented - $139,032** (Admitted) $100K D&O & $150K EPL SIR
ACE/Chubb	Declined - Claims/Loss History
ARGO	Declined - Uncompetitive
AWAC	Declined - Loss History/Uncompetitive
AXIS	Declined - Uncompetitive
Berkley Select	Declined - Claims/Loss History
Core Specialty	Declined - Uncompetitive
ERISK Scottsdale	Declined - Appetite
Falcon Risk (HDI)	Declined - Uncompetitive
Great American	Declined - Appetite (Primary Layer)
Hartford	Declined - Claims/Loss History
Hudson	Declined - Uncompetitive
Markel	Declined - Uncompetitive (Primary Layer)
EXCESS MANAGEMENT LIABILITY	
Markel (Incumbent - Excess)	**Presented - $90,981** (Admitted Excess Layer to Travelers)
Markel	**Presented - $55,920** (Admitted Excess Layer to IAT/Harco)
Evanston	**Presented - $72,925** (Non-Admitted Excess Layer to Lexington)
Acceptance (Harco)	**Quoted - $77,385** (Non-Admitted Excess Layer to Travelers)
Core Specialty	Declined - Uncompetitive
Falcon Risk (HDI)	Declined - Uncompetitive
Hudson	Declined - Uncompetitive

INSURANCE COVERAGE CHECKLIST

Below is a list of usually available, but not all inclusive, coverages. Those items checked represent the coverages proposed. If the item is not checked, the coverage is not included. If you are interested in an explanation of and/or quotation for any of these coverages, please let us know.

	Property (Building and Contents,
X	Including Property of Others)
X	Building Ordinance
X	Equipment Breakdown
X	Business Income
X	Extra Expense
	Loss of Rents
	Flood
	Earthquake
X	Earthquake Sprinkler Leakage
	Electronic Data Processing
	Signs
	Motor Truck Cargo Liability
	Transportation
	Ocean Cargo
	Employee's Tool Floater
	Equipment Floater
	Installation Floater
X	Valuable Papers (On & Off Premises)
X	Accounts Receivable
	Mold
	Terrorism
X	Funds Transfer Fraud

X	Crime/ERISA
X	Employee Dishonesty
X	Money and Securities
X	Forgery and Alteration
X	Computer Fraud
X	General Liability
X	Employee Benefits Liability
	Aircraft Liability/Drone
X	Automobile
	Foreign Property/Liability/WC
X	Umbrella/Excess Liability
	Workers' Compensation Employers Liability
X	Directors and Officers Liability
X	Employment Practices Liability
X	Fiduciary Liability
	Kidnap & Ransom
X	Cyber/Privacy Liability/Internet Exposure
	Educators Legal Liability
	Pollution Liability
X	Miscellaneous Professional Liability
	Law Enforcement Liability
	Student Accident
X	Active Assailant/Workplace Violence
	Volunteer Accident

PROPOSAL ACCEPTANCE

Community Action Partnership of Kern

Yes	No	Quote Option
_____	_____	PACKAGE & UMBRELLA RENEWAL - PHILADELPHIA
_____	_____	CRIME RENEWAL - THE HARTFORD/RT SPECIALTY
_____	_____	CYBER LIABILITY RENEWAL - HOUSTON CASUALTY/TOKIO MARINE HCC
_____	_____	MANAGEMENT LIABILITY RENEWAL $227,452 - TRAVELERS
_____	_____	EXCESS MANAGEMENT LIABILITY RENEWAL $90,981 - MARKEL/RT SPECIALTY
_____	_____	OPTION: EXCESS TO TRAVELERS MANAGEMENT LIABILITY $77,385 - ACCEPTANCE CASUALTY INS. CO./RT SPECIALTY
_____	_____	OPTION: MANAGEMENT LIABILITY $182,311 & EXCESS $72,925 - LEXINGTON & EVANSTON
_____	_____	OPTION: MANAGEMENT LIABILITY $139,032 & EXCESS $55,920 - HARCO & MARKEL
_____	_____	OPTION: _____
_____	_____	Insurance Coverage Checklist – Would you like a quote for any of the coverages listed on the insurance coverage checklist section of our proposal?

(NOTES:)

This proposal is a summary of terms and conditions proposed by the insurers based on information obtained from you. The policy must be reviewed for all of the coverages, terms, conditions, and exclusions. Policy forms will be made available at your request. The issued policy will supersede this proposal.

Higher limits may be available for all coverages.

I have reviewed and accept the coverages and disclosures as summarized in this proposal with any changes indicated above.

_____ _____

Signature Date

_____

Title

BEST FINANCIAL STRENGTH RATING GUIDE - (FSR)

A Best's Financial Strength Rating (FSR) is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. An FSR is not assigned to specific insurance policies or contracts and does not address any other risk, including, but not limited to, an insurer's claims-payment policies or procedures; the ability of the insurer to dispute or deny claims payment on grounds of misrepresentation or fraud; or any specific liability contractually borne by the policy or contract holder. An FSR is not a recommendation to purchase, hold or terminate any insurance policy, contract or any other financial obligation issued by an insurer, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. In addition, an FSR may be displayed with a rating identifier, modifier or affiliation code that denotes a unique aspect of the opinion.

Best's Financial Strength Rating (FSR) Scale

Rating Categories	Rating Symbols	Rating Notches*	Category Definitions
Superior	A+	A++	Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.
Excellent	A+	A-	Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.
Good	B+	B++	Assigned to insurance companies that have, in our opinion, a good ability to meet their ongoing insurance obligations.
Fair	B	B-	Assigned to insurance companies that have, in our opinion, a fair ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Marginal	C+	C++	Assigned to insurance companies that have, in our opinion, a marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Weak	C	C-	Assigned to insurance companies that have, in our opinion, a weak ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.
Poor	D	-	Assigned to insurance companies that have, in our opinion, a poor ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.

*Each Best's Financial Strength Rating Category from "A+" to "C" includes a Rating Notch to reflect a gradation of financial strength within the category. A Rating Notch is expressed

Financial Strength Non-Rating Designations

Designation Symbols	Designation Definitions
E	Status assigned to insurance companies that are publicly placed under a significant form of regulatory supervision, control or restraint - including cease and desist orders, conservatorship or rehabilitation, but not liquidation - that prevents conduct of normal ongoing insurance operations; an impaired insurer.
F	Status assigned to insurance companies that are publicly placed in liquidation by a court of law or by forced liquidation; an impaired insurer.
S	Status assigned to rated insurance companies to suspend the outstanding FSR when sudden and significant events impact operations and rating implications cannot be evaluated due to lack of timely or adequate information; or in cases where continued maintenance of the previously published rating opinion is in violation of evolving regulatory requirements.
NR	Status assigned to insurance companies that are not rated; may include previously rated insurance companies of insurance companies that have never been rated by A.M. Best

Rating Disclosure - Use and Limitations

A Best's Credit Rating (BCR) is a forward-looking independent and objective opinion regarding an insurer's, issuer's or financial obligation's relative creditworthiness. The opinion represents a comprehensive analysis consisting of a quantitative and qualitative evaluation of balance sheet strength, operating performance, business profile and enterprise risk management or, where appropriate, the specific nature and details of a security. Because a BCR is a forward-looking opinion as of the date it is released, it cannot be considered as a fact or guarantee of future credit quality and therefore cannot be described as accurate or inaccurate. A BCR is a relative measure of risk that implies credit quality and is assigned using a scale with a defined population of categories and notches. Entities or obligations assigned the same BCR symbol developed using the same scale, should not be viewed as completely identical in terms of credit quality. Alternatively, they are alike in category (or notches within a category), but given there is a prescribed progression of categories (and notches) used in assigning the ratings of a much larger population of entities or obligations, the categories (notches) cannot mirror the precise subtleties of risk that are inherent within similarly rated entities or obligations. While a BCR reflects the opinion of A.M. Best Rating Services, Inc. (AM Best) of relative creditworthiness, it is not an indicator or predictor of defined impairment or default probability with respect to any specific insurer, issuer or financial obligation. A BCR is not investment advice, nor should it be construed as a consulting or advisory service, as such; it is not intended to be utilized as a recommendation to purchase, hold or terminate any insurance policy, contract, security or any other financial obligation, nor does it address the suitability of any particular policy or contract for a specific purpose or purchaser. Users of a BCR should not rely on it in making any investment decision; however, if used, the BCR must be considered as only one factor. Users must make their own evaluation of each investment decision. A BCR opinion is provided on an "as is" basis without any expressed or implied warranty. In addition, a BCR may be changed, suspended or withdrawn at any time for any reason at the sole discretion of AM Best

BCRs are distributed via the AM Best website at *www.ambest.com* . For additional information regarding the development of a BCR and other rating-related information and definitions, including outlooks, modifiers, identifiers and affiliation codes, please refer to the report titled "Understanding Best's Credit Ratings" available at no charge on the AM Best website. BCRs are proprietary and may not be reproduced without permission.

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Version 010219

TYPES OF INSURANCE CARRIERS

Non-Admitted

This is an insurance carrier that is not licensed by the State of California, but is domiciled and admitted in other states and approved for use in California by the Department of Insurance. It is published on the List of Approved Surplus Lines Insurers (LASLI).

Carriers are strictly regulated by their state of domicile and must meet strict surplus lines laws and regulations in order to provide insurance in California.

These carriers are not backed by the California Insurance Guarantee Association (CIGA). They are used when coverage is not available from an admitted company either because domestic carriers feel it is too risky or because broader coverage may be available from a non-admitted carrier.

Admitted

This is an insurance carrier that is licensed to do business in California and regulated by the Department of Insurance. Carriers are strictly regulated. Rates and policy forms must be filed with the Department of Insurance and approved before they can be offered to the insurance consumer.

The carrier is backed by the Insurance Guarantee Association (CIGA), which provides insurance against carriers which become insolvent. It assumes limited responsibility for all claims up to $500,000, with the exception of Worker's Compensation, which has no limitation. Ocean Cargo and Crime coverages are not insured through the Association.

CLAIMS-MADE AND REPORTED LIABILITY POLICY

A Claims-Made and Reported Liability Policy provides third party liability coverage when a claim for damages is first made during the policy period. The incident causing the claim must occur during the policy period between the **retroactive (or continuity date) and the expiration date**, whichever is later. The claim must be reported to the carrier prior to the policy expiration date or **extended reporting period.**

Retroactive Date

The **retroactive date** is important in determining if a Claims-Made and Reported Policy will respond to a claim. This date is usually the same as the first date this coverage was first carried. For coverage to apply, the claim must fall between the **retroactive (or continuity) date** and the expiration date of the policy or **extended reporting period.**

Extended Reporting Period

As mentioned above, the claim must occur and be reported prior to the end of the expiration date or **extended reporting period.** An extension of time to report claims following the end of the expiration date may be purchased for claims made during the specified term purchased This extension or **extended reporting period** is needed when a policy is cancelled or non-renewed and not placed with another carrier, renewed with an advanced **retroactive date** or changed to an "occurrence" form policy. Please note the **extended reporting period** does not extend the coverage period, only the time to report. The **extended reporting period** is usually available for a period of 12, 24, or 36 months, in some cases, longer.

Continuity Date

This is the first date that a policy or particular limit is carried. It may act as a **retroactive date.** Some policies may have a **retroactive date and a continuity date,** especially if limits have been changed over the years.

It is very important that careful consideration be given to all of the above issues when moving coverage provided by a claims-made and reported policy.

CERTIFIED TERRORISM

Terrorism Risk Insurance Program Reauthorization Act of 2015 – "TRIPRA"

"Certified Terrorism" is coverage offered by insurance carriers that have the financial backing of the U. S. government under the Terrorism Act of 2002, the Terrorism Risk Insurance Extension Act of 2005, the Reauthorization Act of 2007 and the Reauthorization Act of 2015. The Act is known as "TRIA."

"Certified Terrorism" is defined under the act as: Any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, to be an act of terrorism. Criteria include:

a. The act is an act of terrorism.
b. The act is violent or dangerous to human life, property of infrastructure.
c. The act resulted in damage within the United States, or outside of the United States Missions or certain air carriers or vessels.
d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.
e. The act must cause at least $5,000,000 in overall insured losses attributable to all types of insurance subject to the Act.
f. The Federal Government will pay based on formula established by law; 85% through 2015, 84% 2016; 83% 2017; 82% 2018; 81% 2019 and 80% 2020, but no more than 100 billion dollars. The carrier's maximum payment is 100 billion dollars in total for all losses.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for Workers' Compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

IMPORTANT DECLARATION AND DISCLOSURE INFORMATION

This document and the information contained herein is designed in a format that is easy to understand and compare against previous insurance programs. As such, it is necessary to use generalized terminology. This document does not in any way confirm that coverage is, or will be, in effect. Coverage can only commence after your request for coverage is accepted by the insurance company, and a deposit premium has been received. This proposal does not in any way infer or suggest that coverage as proposed will be broader than the standard forms provided by the quoted insurance company unless the broadening features are specifically mentioned in writing in this format. The presenter of this proposal has no authority to broaden or infer coverages beyond those that are stated in writing. This proposal is only valid for 30 days.

This proposal is a summary of terms and conditions proposed by the insurers based on the information obtained from you. Therefore, you are solely responsible for the accuracy of the information furnished to the insurance carriers. We are not responsible for verifying any of this information which you have provided, nor shall we have any liability that arises from the inaccuracy of the information which you provided. All changes in your exposures to loss should be reported to us immediately so that proper coverage may be affected.

The policy must be reviewed for all of the coverages, terms, conditions, and exclusions. Policy forms will be made available at your request. The issued policy will supersede this proposal.

Upon acceptance of this proposal, it is necessary to effect insurance with proper values. Reviewing each of the coverages proposed and making changes and updates in accordance with current information and conditions is recommended. Higher limits may be available upon request.

It is important to note that any requests that you make, regarding this proposal or into the future, to change or bind your insurance coverage through email, voicemail or verbally with our staff will not take effect until written notice is received from us.

Any advice or guidance provided by any of our staff shall not be construed or relied upon as legal, accounting or actuarial advice. We encourage you to work with other professionals in those specific areas and for those specific matters.

Please also note that many insurance carriers have very strict claim reporting terms and conditions and can include wording that restricts or negates coverage should the carrier not be immediately notified of a potential claim. It is important that you refer to your actual policies for these requirements and follow them closely.

Compensation

For the placement and service of your insurance program, we will receive commission-based compensation from selected insurance companies and/or wholesale intermediaries. The compensation received by us may differ depending on the product and the insurance company. We may receive additional contingent compensation from these insurance companies based upon other aggregate factors, such as claims experience, growth in new business, retention of the business, total premium volume placed, etc. We may also be reimbursed for services rendered under contract with selected premium finance companies that agree to finance your insurance premiums. Any additional fees in lieu of commissions or for services such as claims, loss control and general risk management, will be outlined in the proposal.

Data Protection and Use

IMPORTANT DECLARATION AND DISCLOSURE INFORMATION

We are committed to protecting the privacy of your personal data. In our role as an insurance broker, we may use the data you provided us in the process of securing quotes or coverage, claims management, typical policy servicing, etc. and that data may be provided to various insurance carriers or intermediaries. If you have any specific questions about the use or access to this data, please let us know and we would be happy to discuss it with you.

With respect to your logo(s) and unless otherwise instructed by you, we may, without notice or consent, use your logo(s) and other publicly available information in our marketing efforts and materials with the intent of adding additional clients and growing our business.

Insurance Carrier Rating

If we have provided information in the proposal as to the current rating of an insurance carrier through the AM Best Company, which is an independent rating company, please understand that to the best of our ability we are providing their current rating as of the date of the proposal. However, these ratings are subject to change at any time. Therefore, if the rating of the carrier is important to you or your business, we advise that you check the current rating by accessing their website directly at ambest.com for the most current status and rating of your insurance carrier.

IMPORTANT NOTICE

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC-the National Association of Insurance Commissioners-is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

IMPORTANT NOTICE

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

_____ Date: _____

Signature

Insured: **Community Action Partnership of Kern**

D-1 (Effective January 1, 2020)

MEMORANDUM

To: Board of Directors

From: Jerry Meade, Assistant Director ~ Program

Date: February 28, 2024

Subject: *Agenda Item IV(b):* Head Start Compensation Schedule Revision – **Action Item**

In November 2023, the Board of Directors approved a compensation plan for the Head Start and State Child Development Division. During the presentation, staff presented an implementation plan with two effective dates. The first date proposed was for Direct Services Staff to be in January 2024, with the balance of the division staff being in March 2024. The positions listed in the grade system schedule included an effective date of March 8, 2024. During the processing of wage changes for March 8, 2024, it was discovered there was an error, resulting in two positions being inadvertently omitted from the compensation schedule. The Home Visiting Coordinator and Maintenance Manager positions had been pointed using the CompEase system, assigned a grade and the job descriptions for both positions were updated accordingly. However, due to the typographical error, they were not listed in the printed schedule as presented.

Working in partnership with Human Resources and Finance, these two positions have been added to the Head Start Compensation Schedule as revised. (see attached) These positions were also included in the budget development for this timeline. Upon approval from the Board, the revisions to the rates of pay for employees in these positions will be made with sufficient time to meet the effective date of March 8, 2024. No retroactive pay will be necessary.

Recommendation:

Staff recommends the Board of Directors Approve the addition of the Maintenance Manager and Home Visiting Coordinator positions to the Head Start Compensation Schedule as revised.

Attachment:
Head Start Compensation Schedule Revised 02.28.2024

COMMUNITY ACTION PARTNERSHIP OF KERN

HEAD START DIVISION PROPOSED COMPENSATION STRUCTURE

2024-25

Effective March 8, 2024

Job Classification/Position Title	Salary Grade	Exempt Status
Administrative Analyst	9	
Administrative Assistant - HS/SCD	6	
Adminstrative Coordinator	9	
Assistant Director - San Joaquin	14	X
Assistant Director of HS/SCD - Program	14	X
Attendance Specialist	8	
Attendance Supervisor	10	
Attendance Technician	6	
CACFP Monitor	9	
Center Based Administrator	14	X
Content Area Specialist - Inclusion	8	
Content Area Specialist - Nutrition	8	
Content Area Specialist- Health	8	
Content Area Specialist- Wellness	8	
Data Analyst Supervisor	10	
Data Entry Clerk	5	
Early Head Start Education Manager	12	X
Early Head Start Partnership Supervisor	10	
Education Supervisor	10	
Enrollment and Attendance Manager	12	X
Enrollment Coordinator	9	
Enrollment Specialist	8	
Enrollment Supervisor	10	
Enrollment Technician	6	
Facility Manager	12	X
Family Engagement Specialist- CAS	8	
Family Engagement Supervisor	10	
Head Start Education Manager	12	X
Health and Nutrition Supervisor	10	
Home Base Manager	12	X
Home Base Supervisor	10	
Home Visiting Coordinator	10	
Home Visiting Initiative Liason	9	
Home Visiting Initiative Program Manager	12	X
Maintenance Manager	12	X
Mentor Coach	9	
Professional Development Coordinator	9	X
Professional Development Manager	12	X

COMMUNITY ACTION PARTNERSHIP OF KERN

HEAD START DIVISION PROPOSED COMPENSATION STRUCTURE

2024-25

Effective March 8, 2024

Job Classification/Position Title	Salary Grade	Exempt Status
Professional Development Technician	6	
Program Assistant	6	
Program Design and Management Administrator	14	X
Program Governance Coordinator	9	
Program Manager HS/SCD	12	X
Program Services Administrator	14	X
Quality Assurance Administrator	14	X
Quality Assurance Coordinator	9	
Quality Assurance Manager	12	X
Quality Assurance Specialist	8	
Quality Assurance Technician	6	
Site Supervisor I	11	
Site Supervisor II	11	
Support Services Manager	12	X
Wellness and Inclusion Supervisor	10	

COMMUNITY ACTION PARTNERSHIP OF KERN
HEAD START DIVISION PROPOSED COMPENSATION STRUCTURE
2024-25

Grade	Annual Breakdown			Hourly Breakdown			Midpoint Progression	Range Spread -/+	
	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum			
18	$ 156,124.80	$ 195,145.60	$ 221,900.00	$ 75.06	$ 93.82	$ 106.68	16.5%	-25.0%	13.7%
17	$ 134,014.40	$ 167,523.20	$ 201,032.00	$ 64.43	$ 80.54	$ 96.65	14.8%	-25.0%	20.0%
16	$ 116,729.60	$ 145,912.00	$ 175,094.40	$ 56.12	$ 70.15	$ 84.18	13.1%	-25.0%	20.0%
15	$ 103,209.60	$ 129,001.60	$ 154,793.60	$ 49.62	$ 62.02	$ 74.42	11.3%	-25.0%	20.0%
14	$ 92,726.40	$ 115,918.40	$ 139,089.60	$ 44.58	$ 55.73	$ 66.87	14.2%	-25.0%	20.0%
13	$ 81,224.00	$ 101,524.80	$ 121,825.60	$ 39.05	$ 48.81	$ 58.57	12.3%	-25.0%	20.0%
12	$ 72,300.80	$ 90,376.00	$ 108,451.20	$ 34.76	$ 43.45	$ 52.14	12.1%	-25.0%	20.0%
11	$ 64,500.80	$ 80,641.60	$ 96,803.20	$ 31.01	$ 38.77	$ 46.54	11.8%	-25.0%	20.0%
10	$ 57,699.20	$ 72,134.40	$ 86,548.80	$ 27.74	$ 34.68	$ 41.61	11.6%	-25.0%	20.0%
9	$ 51,729.60	$ 64,646.40	$ 77,584.00	$ 24.87	$ 31.08	$ 37.30	11.3%	-25.0%	20.0%
8	$ 46,467.20	$ 58,094.40	$ 69,700.80	$ 22.34	$ 27.93	$ 33.51	10.9%	-25.0%	20.0%
7	$ 41,891.20	$ 52,374.40	$ 62,836.80	$ 20.14	$ 25.18	$ 30.21	9.1%	-25.0%	20.0%
6	$ 38,396.80	$ 48,006.40	$ 57,595.20	$ 18.46	$ 23.08	$ 27.69	11.9%	-25.0%	20.0%
5	$ 34,320.00	$ 42,910.40	$ 51,500.80	$ 16.50	$ 20.63	$ 24.76	10.0%	-25.0%	20.0%
4	$ 33,280.00	$ 39,020.80	$ 46,820.80	$ 16.00	$ 18.76	$ 22.51	9.6%	-17.3%	20.0%
3	$ 33,280.00	$ 35,588.80	$ 42,702.40	$ 16.00	$ 17.11	$ 20.53	6.9%	-6.9%	20.0%
2	$ 33,280.00	$ 33,280.00	$ 39,062.40	$ 16.00	$ 16.00	$ 18.78	6.9%	0.0%	17.4%

Updated 2/22/2024

BOARD OF DIRECTORS

2024 BOARD & STANDING COMMITTEE MEETING CALENDAR

MONTH	PERSONNEL COMMITTEE	PRE COMMITTEE	B & F COMMITTEE	AUDIT & PENSION COMMITTEE	EXECUTIVE COMMITTEE	BOARD MEETINGS
January	1/10	1/17	1/24	1/25		1/31
February	2/7	2/14	2/21			2/28
March	3/6	3/13	3/12			3/20
April	4/3	4/10	4/17	4/8		4/23
May	5/8	5/15	5/22			5/29
June	6/5	6/12	6/18			6/26
July					7/17	
August	8/6	8/7	8/14	8/1		8/21
September	9/4	9/11	9/18			9/25
October	10/9	10/16	10/23			10/30
November	11/5	11/6	11/13	11/12		11/25
December					12/11	

- Board of Director Meetings and Committee Meetings are generally held at the Community Action Partnership or Kern Administrative Building, located at 1300 18th Street, Bakersfield, CA, or in some cases, remotely during a declared emergency or other circumstances. Advance notice will be provided in the event of a change in meeting location.

- Community Action Partnership of Kern follows the meeting guidelines of the Ralph M. Brown Act. All meetings are open to the public.

Notes:

- The June Budget & Finance Committee meeting will be held on Tuesday, June 18 due to the Juneteenth holiday on Wednesday, June 19.

- For the August Committee meetings, the A&P Committee meeting is moved to the beginning of the month and there will be 2 committee meetings the week of August 5, with the Board meeting on August 21, 2024, due to the NCAP Annual Convention the last week of August.

- For the November Committee meetings, the A&P Committee meeting is moved to the beginning of the month and there will be 2 committee meetings the week of November 4, with the Board meeting on November 25, 2024, three days before the Thanksgiving Holiday, due to the timing of the CalCAPA conference scheduled for the week of November 18.

- No Standing Committee or Board meetings are scheduled in July & December. All items will be heard by the Executive Committee.

Approved: _____

MEMORANDUM

To: Board of Directors

From: Tracy Webster, Chief Financial Officer

Date: February 28, 2024

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

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

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

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

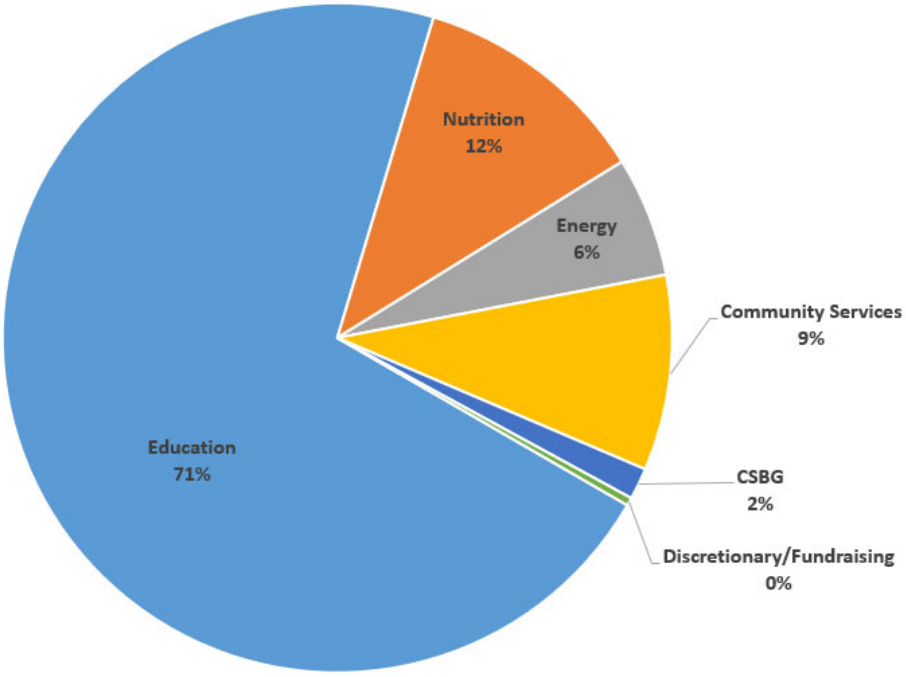
The Indirect budget of $9,899,096 for the five support divisions: Executive, Human Resources, Finance, Operations, and Community Development Administration is 14.2% greater than the prior year. The Indirect Budget reflects projected costs for additional staff in each component of the five support divisions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

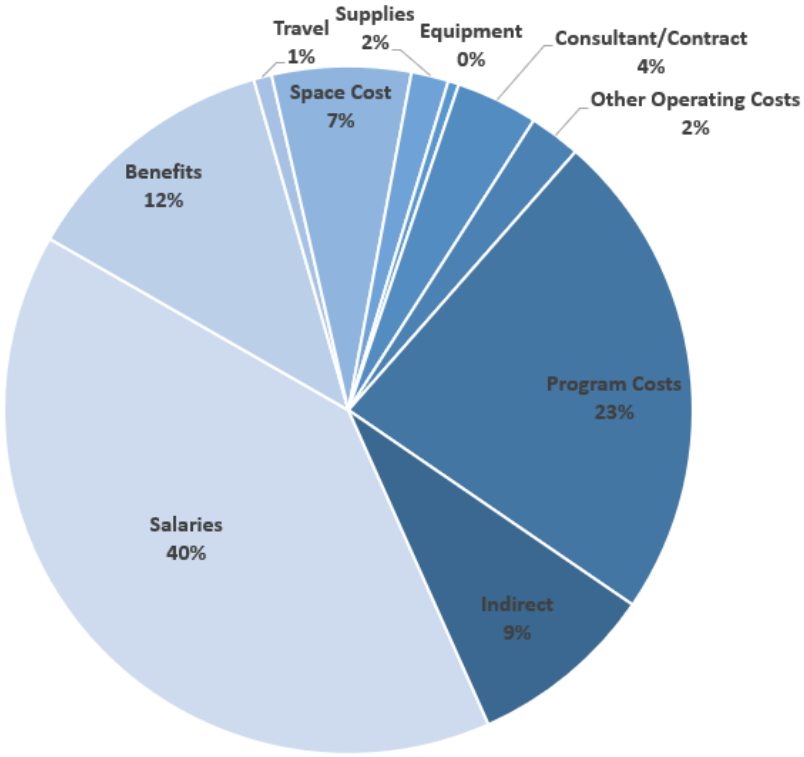
Recommendation:

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

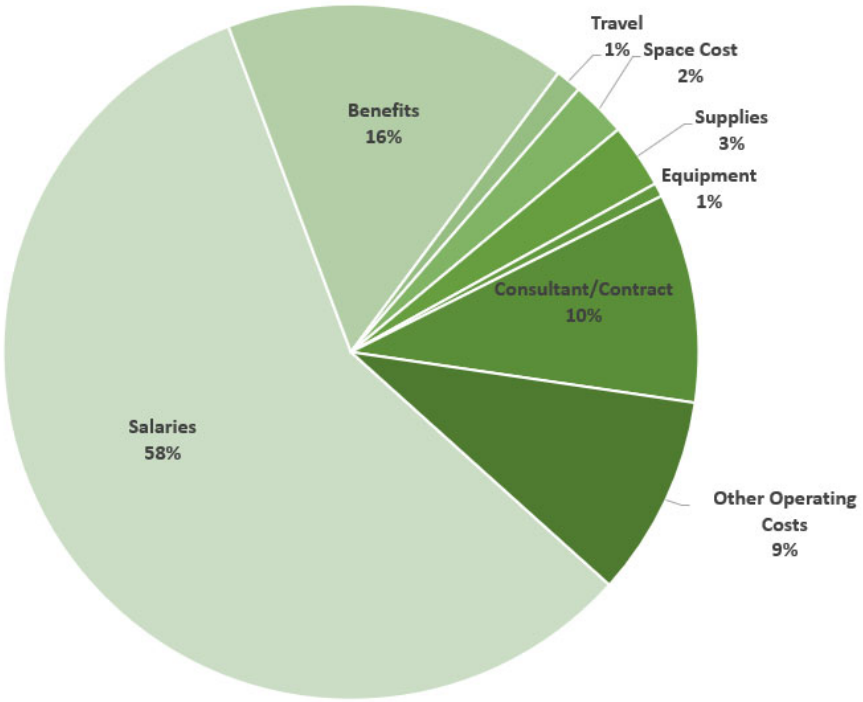
Attachments: (1) Annual Budget for FY 2024/25
(2) Indirect Budget Comparison for Five Years

AGENCY BUDGET





INDIRECT BUDGET BREAKDOWN



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COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25

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

COMMUNITY ACTION PARTNERSHIP OF KERN
PROPOSED ANNUAL BUDGET 2024/25
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	39,182,883	11,349,485	2,006,425	4,874,043	27,812,689	**85,225,525**
Head Start Subsidy for CACFP	(1,503,663)	-	-	-	-	**(1,503,663)**
Private Revenue	-	-	-	-	-	**-**
Other Revenue	-	-	-	-	-	**-**
Donations	-	-	-	-	-	**-**
Total Revenue	**$ 37,679,220**	**$ 11,349,485**	**$ 2,006,425**	**$ 4,874,043**	**$ 27,812,689**	**$ 83,721,862**
Expenditures						
Salaries	20,165,672	7,932,053	1,402,190	2,785,694	2,269,346	**34,554,955**
Benefits	6,332,776	2,364,679	443,732	894,331	641,260	**10,676,778**
Travel	437,326	-	-	232,000	16,600	**685,926**
Space Cost	2,744,784	-	-	96,000	166,000	**3,006,784**
Supplies	1,332,724	-	-	110,148	69,000	**1,511,872**
Equipment	414,100	-	-	-	-	**414,100**
Consultant/Contract	1,319,026	20,982	3,600	25,000	21,500	**1,390,108**
Other Operating Costs	1,166,475	-	-	78,284	144,300	**1,389,059**
Program Costs	29,882	-	-	196,000	21,972,024	**22,197,906**
Depreciation	267,774	-	-	14,400	-	**282,174**
Indirect	3,468,681	1,031,771	156,903	442,186	2,512,659	**7,612,200**
Total Expenditures	**$ 37,679,220**	**$ 11,349,485**	**$ 2,006,425**	**$ 4,874,043**	**$ 27,812,689**	**$ 83,721,862**
Gain/(Loss)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Benefit Rate	31.4%	29.8%	31.6%	32.1%	28.3%	30.9%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BUDGET AND FINANCE COMMITTEE

FEBRUARY 21, 2024

FINANCIAL REPORT

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
UNRESTRICTED						
GENERAL FUND			NOT APPLICABLE	03/01/23 - 02/28/24	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/23 - 02/28/24	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/23 - 02/28/24	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/23 - 02/28/24	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/23 - 02/28/24	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/23 - 02/28/24	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	534	DONATIONS
211			NOT APPLICABLE	03/01/23 - 02/28/24	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/23 - 02/28/24	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/23 - 02/28/24	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/23 - 02/28/24	595	DONATIONS
RESTRICTED						
EARLY HEAD START/HEAD START	39,182,883	93.600	09CH011132-05	03/01/23 - 02/28/24	108/109/117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D042103	08/01/22 - 07/31/23	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	244,868	21.009	23VITAA0166	10/01/22 - 09/30/23	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,773,414	93.569	23F - 4015	01/01/23 - 12/31/23	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,438,248 7,083,340 7,629,640	93.568 93.568 93.568	22B - 4012 23B - 5013 24B-2012	11/01/21 - 06/30/23 11/01/22 - 06/30/24 11/01/23 - 06/30/25	122-31 122-32 122-33	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
SLIHEAP (SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	208,133 284,366	93.568 93.568	22Q-4561 23Q-5561	09/01/22 - 06/30/23 05/01/23 - 05/31/24	122-42 122-44	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
ESLIHEAP (EMERGENCY SUPPLEMENTAL LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM	5,432,583	93.568	22J-5716	04/1523 - 05/31/25	122-43	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, 2023 THROUGH FEBRUARY 28, 2024

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

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

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182		PENDING	131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SAFE CAMPING - COUNTY OF KERN	1,111,036	21.027		7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	437,459	10.565	MOU-20-6003	10/01/22 - 09/30/23	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,346,698	10.557	22 - 10236	10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	575,000	93.185	00-FE-3400-01-00	05/01/22 - 06/30/23	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PRO(	107,627	10.561	22 - CF - SUB - KERN	10/01/22 - 09/30/23	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNTY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBANK HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/22 - 06/30/23	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
CALCAPA DIAPER DISTRIBUTION PILOT	125,000	93.647	90EDA0009-DDDRP	10/01/23 - 04/30/25	191	U.S. DEPT OF SOCIAL SERVICES, CAL CAPA
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)
KCCD CERF REGIONAL CONVENER	160,000	N/A		03/06/23 - 09/30/24	208	STATE OF CALIFORNIA - EMPLOYMENT DEVELOPMENT DEPARTMENT, KERN COMMUNITY COLLEGE DISTRICT
CITY OF BAKERSFIELD - FHCC SPORTS FIELD	1,000,000	N/A	2023 - 073	07/01/2022 - 07/30/2026	231	STATE OF CALIFORNIA, DEPT OF PARKS AND RECREATION, CITY OF BAKERSFIELD
CITY OF BAKERSFIELD - CALVIP OUTREACH	225,000	N/A	2023-244	10/11/23 - 12/31/25	243	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, OFFICE OF GRANT AND LOCAL RESOURCES, CITY OF BAKERSFIELD

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

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

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

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

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

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

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

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	
108	Early Head Start	X					
109	Head Start	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	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				
422	Feeding America Senior Hunger		X				
423	Feeding America Service Insights		X				
475	Wonderful Company Food Bank Expansion		X				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				
505	Food Bank - Expansion		X				

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

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN

LINE OF CREDIT ADVANCES AND REPAYMENTS

FISCAL YEAR 2023/24

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

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

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
OPERATING CASH SUMMARY AS OF DECEMBER 31, 2023

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

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.

2. Head Start Accrued Vacation: This is an interest-bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.

3. CSD Advances Account: This is an interest-bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low-Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.

4. Day 1 Families Fund: This is an interest-bearing restricted bank account that is designated for funds received for the Day 1 Families Housing Fund. As the grant is expended, funds are subsequently transferred to the Operating Account.

5. Child Development Reserve #1: This is an interest-bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Childcare (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

6. Child Development Reserve #2: This is an interest-bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

7. Head Start Facilities Fund: This is an interest-bearing restricted bank account required by the Office of Head Start to retain funds from the proceeds of sale for the Central Kitchen and Business Park North properties. These funds will be held in this restricted account and used for the construction of the new Central Kitchen.

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

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

BANK RECONCILIATION FOR THE MONTH ENDED
December 31, 2023

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

OPERATING ACCOUNT
ACCOUNT NO: XXXXX-X2976

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

PREPARED BY: Lili Solorio TITLE: Accountant DATE: 01/11/2024

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Jan 12, 2024

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	**12/31/23**		**1,018,299.27**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**12/31/23**		**1,018,299.27**

BALANCE PER G/L	**11/30/23**		**955,541.56**
ADD: DEPOSITS		0.00	
INTEREST		924.45	
ROUNDING ERROR		0.00	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		61,833.26	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**12/31/23**		**1,018,299.27**

DIFFERENCE: 0.00

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

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

APPROVED BY: Stacy Webster TITLE: Chief Financial Officer DATE: Jan 12, 2024

COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT**
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	**12/31/23**		**16,836.36**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**12/31/23**		**16,836.36**

BALANCE PER G/L	**11/30/23**		**16,820.92**
ADD: DEPOSITS		0.00	
INTEREST		15.44	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
WIRE TRANSFER		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**12/31/23**		**16,836.36**

** 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: Lili Solorio TITLE: Accountant DATE: 01/05/24

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

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

WELLS FARGO BANK, N.A.
P. O. BOX 6302(
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	**12/31/23**		**21,007.00**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE	**12/31/23**		**21,007.00**
BALANCE PER GENERAL LEDGER	**11/30/23**		**21,135.19**
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00	
ONLINE DONATIONS		0.00	
PAYPAL DEPOSIT		0.00	
INTEREST		19.26	
LESS: APPLIED MERCHANT DEBITS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		147.45	
BANKCARD FEES		0.00	
CASH CONCENTRATION FEE		0.00	
FUND TRANSFER TO GENERAL FUND		0.00	
		0.00	
BALANCE PER GENERAL LEDGER:	**12/31/23**		**21,007.00**

** 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: Lili Solorio TITLE: Accountant DATE: 01/08/24

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

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	**12/31/23**		**7,579.70**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**12/31/23**		**7,579.70**

BALANCE PER G/L	**11/30/23**		**7,572.75**
ADD: DEPOSITS		0.00	
INTEREST		6.95	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**12/31/23**		**7,579.70**

DIFFERENCE: 0.00

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

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

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

BANK RECONCILIATION FOR MONTH ENDING
December 31, 2023

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

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	**12/31/23**		**97,340.82**
DEPOSITS IN TRANSIT		0.00	
OUTSTANDING CHECKS		0.00	
OTHER		0.00	
ADJUSTED BANK BALANCE:	**12/31/23**		**97,340.82**
BALANCE PER G/L	**11/30/23**		**97,251.58**
ADD: DEPOSITS		0.00	
INTEREST		89.24	
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00	
LESS: CHECKS		0.00	
CLIENT ANALYSIS SERVICE CHARGE		0.00	
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00	
BALANCE PER G/L	**12/31/23**		**97,340.82**
		DIFFERENCE:	0.00

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

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

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

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

WELLS FARGO

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

Statement Summary

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

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount

Transaction Count: 0

Total: 0.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Catherine Anspach	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

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

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

Transaction Count: 11

Total: 610.37

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

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

Transaction Count: 3

Total: 794.80

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Yolanda Gonzales	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

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

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

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

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

Transaction Count: 22

Total: 9,202.89

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Freddy Hernandez	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

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

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

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

Transaction Count: 13

Total: 4,320.95

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

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

Transaction Count: 4

Total: 2,689.25

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

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

Transaction Count: 3

Total: 1,315.09

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/8/2023	12/11/2023	In *everychild California 800-262-3246, CA				339.00

Payment for Conference Registration for Great Administrators EveryChild CA. for Partner Staff.

Transaction Count: 1

Total: 339.00

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

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

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

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

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

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

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

Transaction Count: 27

Total: 7,218.41

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Jeremy Tobias	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

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

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

Transaction Count: 9

Total: 2,667.69

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Emilio Wagner	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/8/2023	12/11/2023	Microsoft#g034252520 Msbill.Info, WA			✓	1,256.84
	Microsoft Billing Period 11/1/23 to 11/30/23						
2	12/9/2023	12/11/2023	Target 00025247 Bakersfield, CA			✓	41.98
	Target Label Maker purchase						
3	12/14/2023	12/18/2023	Four Points Bakersfiel Bakersfield, CA			✓	753.20
	Four Points room rental fees for Orville Abello, returning to Bakersfield to assist with BPN move to 18th Street						
4	12/19/2023	12/20/2023	Msft * E0200q3uan Msbill.Info, WA			✓	11.20
	Billing period 11/3/23 to 12/18/23						
5	12/19/2023	12/20/2023	Wl *mindbody Inc 805-250-8506, CA			✓	461.98
	Recurring Subscription for Account #1572769						

Transaction Count: 5

Total: 2,525.20

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Tracy Webster	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/2/2023	12/4/2023	Newmark Corporation 757-466-2866, VA				646.50
	5005 Business Park North Drain work required. Request by Maria Contreras						
2	12/8/2023	12/11/2023	Sq *corks & Strokes Gosq.Com, CA				709.04
	December Finance Team Building Event						
3	12/11/2023	12/12/2023	Meathead Movers Inc 805-5446328, CA				1,644.25
	CALVIP Program Family Relocation Request from Lois Hannible.						
4	12/11/2023	12/13/2023	Securcare Self Storage 661-8346475, CA				296.00
	CALVIP Program Family Relocation Request from Lois Hannible.						
5	12/11/2023	12/13/2023	Securcare Self Storage 661-8346475, CA				58.56
	CALVIP Program Storage for Family Relocation request Lois Hannible						

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

Transaction Count: 6

Total: 2,675.35

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Rebecca Moreno	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/18/2023	12/19/2023	Costco Whse #0643 Bakersfield, CA				141.92
	Housing & Supportive Services Staff Development purchase 12/19/23						
2	12/18/2023	12/19/2023	Costco Whse #0643 Bakersfield, CA				88.86
	Pie's for M Street Navigation Center holiday meal Dec 2023						
3	12/20/2023	12/21/2023	Wm Supercenter #1624 Bakersfield, CA				29.21
	Housing & Supportive Services items for Staff Development Day						
4	12/21/2023	12/22/2023	Brooklyns Bbq 661-3332525, CA				996.81
	Housing & Supportive Services food for Staff Development Day						
5	12/21/2023	12/22/2023	Smart And Final 326 Bakersfield, CA				44.34
	Housing & Supportive Services items for Staff Development Day						

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

Transaction Count: 8

Total: 4,001.14

Employee Signature **Date**

Authorized Approver Signature **Date**

WELLS FARGO

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

Statement Summary

Name	Susana Magana	**Company**	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	**Currency**	US Dollar
Reporting Period	12/1/2023 - 12/29/2023		

	Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1	12/4/2023	12/6/2023	Vons #2033 Bakersfield, CA				18.06
	Special Diet Food						
2	12/4/2023	12/6/2023	Albertsons #3172 Bakersfield, CA				123.53
	Special Diet Food						
3	12/7/2023	12/11/2023	Hobby Lobby #556 Bakersfield, CA				252.18
	Purchase Hobby Lobby #556						
4	12/12/2023	12/13/2023	Ntlrest Servsafe 312-7151010, IL				30.00
	Food Handlers Certificates for JaNell Gore & Cassandra Worthy						
5	12/13/2023	12/14/2023	Costco Whse #0688 Bakersfield, CA				204.65
	MCAP Division Staff Development supplies						

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

Transaction Count: 11

Total: 1,414.75

Employee Signature **Date**

Authorized Approver Signature **Date**

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

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

	Prior Period	DECEMBER 2023	Cumulative
Total Meals Prepared and Vended (Note C)	493,546	47,661	541,207
Total Meals Claimed	309,622	29,718	339,340
Difference	183,924	17,943	201,867

Percentage Claimed to Prepared/Vended		62.4%	62.7%

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

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

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

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/23 - 6/30/24 (6 OF 12 MONTHS = 50.0%)

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

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

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

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

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

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

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

	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-3063)														
Adjusted Days of Enrollment - Certified	5,189	6,077	5,517	6,065	5,391	5,301	-	-	-	-	-	-	33,539	
Reimbursement Rate per Child per Day	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	$ 267,471	$ 313,264	$ 284,402	$ 312,630	$ 277,904	$ 262,622	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,718,293	**43.72%**
Maximum Reimburseable Amount (MRA)													**$3,930,503**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.38%	99.76%	99.82%	99.78%	99.26%	99.41%								**99.58%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-2120)														
Adjusted Days of Enrollment - Certified	3,104	6,787	8,232	10,641	9,521	8,342	-	-	-	-	-	-	46,628	
Reimbursement Rate per Child per Day	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X 55.27	X $55.27	
Revenue Earned	$ 171,560	$ 375,128	$ 454,961	$ 588,144	$ 526,245	$ 461,074	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,577,111	**36.36%**
Maximum Reimburseable Amount (MRA)													**$7,087,664**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	99.42%	98.76%	98.62%	98.53%	98.63%	100.00%								**98.92%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%								100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	18	50	65	79	58	68	-	-	-	-	-	-	336	
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	$ 907	$ 2,552	$ 3,374	$ 4,054	$ 2,964	$ 3,480	$ -	$ -	$ -	$ -	$ -	$ -	$ 17,331	**5.95%**
Maximum Reimburseable Amount (MRA)													**$291,239**	
Flex Factor														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	92.75%	98.78%	100.00%	100.00%								**98.28%**
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	97.75%	100.00%	100.00%	100.00%								100.00%

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

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

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

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

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

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

Division/CFO: Tracy Webster, CFO
Month/Year: December-2023
Program/Work Unit: Not Applicable
Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	December 2023		Year to Date 03/1/23 - 12/31/23	
Description	**Number**	**Amount**		**Amount**
Bank Deposits	13	2,656,264	163	29,043,354
Wire Deposits	22	11,671,075	123	43,872,384
Head Start/IRS Drawdowns	0	0	42	26,247,337
Vendor Checks Issued	1,458	5,128,248	18,815	81,325,820
Payroll Disbursed		6,375,036		34,034,671
Grant Reports Prepared	39		276	
ASTHO Vaccine Equity				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern - 211				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CMIG				
CMSS				
CSPP				
CSBG Discretionary				
CSBG 2022				
Differential Response				
EFAP				
EFAP Build Back Better				
Food Bank Farmers Market				
First 5 Kern – 2 1 1 Helpline				
First 5 Kern – East Kern Family				
First 5 Kern – Help Me Grow				
First 5 Kern – Oasis Family Resource				
First 5 Kern – Ridgecrest Family Resource				
Head Start/Early Head Start Kern SF-425				
Head Start Expansion SF-425				
Head Start San Joaquin SF-425				
Homeless LBNC				
Homeless Safe Camping				
Home Visit Program				
Homeless Housing Assistance & Prevention				
HUD				
LIHEAP 2023				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS CES				
WIC				

Business Services

Activity	Requested	In-Progress	Processed		Processed YTD
Purchase Orders	230	0	230		1,864
Contracts	25	2	23		171
Leases	2	14	2		16
Requests for Proposals	1	2	0		4

Business Services Projects

Description		% Completed		Comments
Mental Health Consultant		50		Pending proposals
Gardening and Landscape		0		Pending Re-issue

Total Division Staffing 30 positions + 2 Vacancies

CFO	Accounting Technician (5)	Procurement Manager
Director of Finance	Accounting Specialist (2)	Business Contracts Specalist
Finance Administrator	Accounting Clerk (1)	Business Technician (2)
Payroll/HRIS Manager	AP Supervisor (1)	
Accounting Administrator	Fiscal Technician (2)	
Accounting Administrator - Energy	Payroll Specialists (3)	
Accountant (2)	Payroll Supervisor (1)	
Accountant II (2)	Administrative Assistant to CFO	

Community Action of Partnership of Kern
Agency Total

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

ASSETS	
Cash in Bank	12,449,539
Cash - Vacation Reserve	1,050,719
Petty Cash	-
Accounts Receivable	11,950,544
Travel Advance	200
Prepaid Expense	999,684
Inventory	1,090,744
Net Fixed Assets - Unrestricted	703,156
Net Fixed Assets - Restricted	30,074,237
Total Assets	58,318,823
LIABILITES AND NET ASSETS	
Accounts Payable	7,537,974
Accrued Expenses	3,430,196
Accrued Vacation	1,743,490
Line of Credit	-
Note Payable	704,130
Advance Payable	2,784,923
Deferred Revenue	5,710,865
Total Liabilites	21,911,578
Total Net Assets	36,407,245
Total Liabilities and Net Assets	58,318,823

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

REVENUE	
Grant Revenue	106,882,227
Donations	47,277,632
Other Revenue	756,165
In-Kind	163,275
Total Revenue	155,079,300
EXPENDITURES	
Salaries	36,431,542
Benefits	10,091,397
Travel	698,622
Space Costs	8,330,212
Supplies	2,886,851
Consultant/Contract Services	4,363,893
Other Costs	3,848,807
Program Costs	65,591,598
Capital Expenditures	-
Indirect	7,998,647
In-Kind	163,275
Total Expenditures	140,404,844
Net Change in Assets	14,674,456
Net Assets, beginning	21,732,790
Net Assets, ending	36,407,245

Community Action of Partnership of Kern
Agency Total

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

ASSETS	
Cash in Bank	16,387,571
Cash - Vacation Reserve	1,018,299
Petty Cash	-
Accounts Receivable	(0)
Travel Advance	12,726
Prepaid Expense	488,499
Inventory	1,151,767
Net Fixed Assets - Unrestricted	10,489,960
Net Fixed Assets - Restricted	29,812,303
Total Assets	59,361,126
LIABILITES AND NET ASSETS	
Accounts Payable	5,490,343
Accrued Expenses	1,497,902
Accrued Vacation	1,016,527
Line of Credit	-
Note Payable	8,396,782
Advance Payable	2,550,947
Deferred Revenue	4,012,071
Total Liabilites	22,964,573
Total Net Assets	36,396,554
Total Liabilities and Net Assets	59,361,126

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

REVENUE	
Grant Revenue	99,848,928
Donations	326,287
Other Revenue	10,651,488
In-Kind	11,561,435
Total Revenue	122,388,137
EXPENDITURES	
Salaries	36,464,649
Benefits	9,443,149
Travel	794,875
Space Costs	10,855,118
Supplies	2,953,995
Consultant/Contract Services	4,813,238
Other Costs	4,037,336
Program Costs	31,281,483
Capital Expenditures	1,530,421
Indirect	8,663,129
In-Kind	11,561,435
Total Expenditures	122,398,829
Net Change in Assets	(10,692)
Net Assets, beginning	36,407,245
Net Assets, ending	36,396,554

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prepared Date: 01/30/24

MEMORANDUM

To: Board of Directors

From: Tracy Webster, Chief Financial Officer

Date: February 28, 2024

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

Background:

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

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

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

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

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

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

Amount of Purchase	Required Approvals
$10,000 ≤ $99,999.99	• Administrator; or Assistant Director (≤ $20,000); or • Director (≤ $30,000); or • Chief Program Officer (≤ $100,000)
$100,000 ≤ $249,999.99	• Chief Financial Officer (≤ $150,000); or • Chief Executive Officer (≤ $250,000); or • Board of Directors (> $250,000)
> $250,000 and above	• Chief Executive Officer (≤ $250,000); or • Board of Directors (> $250,000)
Construction/Major Renovations over $250,000	Chief Executive Officer and Board of Directors

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

The Board must approve the following items regardless of threshold:

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

Proposed Changes:

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

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

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

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

MEMORANDUM

To: Board of Directors

From: Catherine Anspach; Director of Development

Date: February 28, 2024

Subject: *Agenda Item V(a):* CAPK Foundation Report – **Info Item**

The CAPK Foundation Board met in person on Tuesday, January 23, 2024 and approved the minutes from the November 28, 2023 Foundation Board meeting.

Pritika Ram reported on the progress of the Foundation Bylaws. She stated that upon review of the document, she recommended that edits be made and be resubmitted for approval at the March Foundation Board meeting.

Tracy Webster reviewed the CAPK Budget to Actual by Program as there was a request from the board in the November 2023 meeting for additional information regarding the CAPK programs and how the Foundation is financially supporting them. Tracy also reviewed the financial reports for the period from January 1, 2023 to December 31, 2023.

Tracy also reported on opening a Money Market Account to generate interest with the funds currently held at Tri Counties Bank alongside the existing Foundation checking account. After much discussion, a motion was made to approve with the contention that CAPK staff would explore other money market accounts that would yield a higher interest rate.

Pritika Ram provided the board with the 2024 Foundation budget for review and suggested forming a planning committee to discuss fund allocation for the June event. A draft proposal will be presented at the March meeting, potentially leading to the creation of an AD Hoc committee.

Catherine gave a fundraising overview for December 2023 and reported sponsorship updates for the inaugural fundraiser, Gourmet For Good. Currently there is $85,500 committed in sponsorship for the event. Individual tickets will be available to purchase on March 25, 2024.

Recommendation:
Staff recommends the Board of Directors approve the CAPK Foundation Board of Directors report and all items.

Attachments:
CAPK Foundation Financial Reports

BOARD MEETING

JANUARY 23, 2024

FINANCIAL REPORT

TABLE OF CONTENTS

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Community Action Partnership of Kern Foundation

Contributions by purpose
for the period of 01/01/2023 to 12/31/2023

Purpose	Amount	# Contributions
General	$26,066.41	115
In-Kind Donations	$0.00	36
M Street Navigation Center - Homeless Center	$18,412.40	17
Oasis Family Resource Center - Ridgecrest	$62,577.66	19
Friendship House Mixer 2023	$14,577.78	40
East Kern Family Resource Center	$23,036.28	10
Shafter Youth Center	$45,500.00	5
Volunteer Income Tax Assistance - VITA	$40,367.00	12
Food Bank	$182,334.27	204
Friendship House	$5,727.85	11
Head Start	$6,000.00	3
CAPK Foundation	$800.00	1
COVID 19 Emergency Relief	$51.50	1
Women, Infants, and Children (WIC)	$1,000.00	2
Total	$426,451.15	476

Community Action Partnership of Kern Foundation

Balance Sheet
as of 12/31/2023

Account Number	Account Name	Amount
Assets		
1000	Checking	$97,152.59
1101	Stripe Payments	$8,710.00
1400	Prepaid Expenses	$15,475.00
Total Assets		$121,337.59
Liabilities		
Total Liabilities		$0.00
Equity		
3000	General Fund - Fund Balance	$98,111.81
3101	Food Bank - Fund Balance	$10,829.68
3106	East Kern Family Resource Center - Fund Balance	$10,000.00
3107	Oasis Family Resource Center - Ridgecrest - Fund Balance	$1,247.85
3108	M Street Navigation Center - Homeless Center - Fund Balance	$1,148.25
Total Equity		$121,337.59
Total Liabilities + Total Equity		$121,337.59

Community Action Partnership of Kern Foundation

Income Statement
for the period of 01/01/2023 to 12/31/2023

Account Number	Account Name	Amount
Income		
4220	Contributions Income	$288,791.53
4230	Fundraising	$20,637.78
4450	Misc Revenue	$256.04
4900	CAPK Agency Contribution	$395,157.36
Total Income		$704,842.71
Expense		
5105	Salaries	$159,778.60
5205	Benefits	$27,842.54
6105	Local Travel - Staff	$203.71
6120	Out of Town Travel - Staff	$2,473.64
6135	Per Diem - Staff	$476.75
6150	Vehicle Gasoline	$694.34
6305	Office Supplies	$11,281.99
6505	Legal Fees	$1,674.90
6510	Audit Fees	$1,350.00
6520	Consultant Services	$80,000.00
6525	Software Support/Maintenance	$11,128.33
6610	Postage	$640.89
6615	Printing	$19,200.59
6625	Hiring Costs	$0.75
6635	Board Costs	$802.81
6645	Tuition/Registration Fees - Staff	$2,273.55
6660	Equipment Rent/Lease	$1,079.70
6675	Outreach	$8,749.50
6680	Training Expenses	$143.46
6685	Meeting Expenses	$323.49
6695	Bank Fees	$1,130.41
6715	Licensing/Misc Fees	$100.00
6790	Misc Expense	$3,133.86
6990	Contribution - CAPK	$258,765.90
9999	Indirect Expense	$31,175.47
Total Expense		$624,425.18
Net Income (Loss)		$80,417.53

Community Action Partnership of Kern Foundation
Budget: Year to Date
for the period of 01/01/2023 to 12/31/2023

Account Number	Account Name	Actual	YTD Budget	Difference
Income				
4220	Contributions Income	$288,791.53	$408,080.00	$-119,288.47
4230	Fundraising	$20,637.78	$0.00	$20,637.78
4450	Misc Revenue	$256.04	$0.00	$256.04
4900	CAPK Agency Contribution	$395,157.36	$0.00	$395,157.36
Total Income		$704,842.71	$408,080.00	$296,762.71
Expense				
5105	Salaries	$159,778.60	$157,156.00	$2,622.60
5205	Benefits	$27,842.54	$48,718.00	$-20,875.46
6105	Local Travel - Staff	$203.71	$4,000.00	$-3,796.29
6110	Local Travel - Board	$0.00	$2,500.00	$-2,500.00
6120	Out of Town Travel - Staff	$2,473.64	$8,800.00	$-6,326.36
6125	Out of Town Travel - Board	$0.00	$3,800.00	$-3,800.00
6135	Per Diem - Staff	$476.75	$1,750.00	$-1,273.25
6140	Per Diem - Board	$0.00	$1,400.00	$-1,400.00
6150	Vehicle Gasoline	$694.34	$2,500.00	$-1,805.66
6205	Rent/Lease	$0.00	$3,500.00	$-3,500.00
6305	Office Supplies	$11,281.99	$8,800.00	$2,481.99
6505	Legal Fees	$1,674.90	$7,500.00	$-5,825.10
6510	Audit Fees	$1,350.00	$2,000.00	$-650.00
6520	Consultant Services	$80,000.00	$14,807.00	$65,193.00
6525	Software Support/ Maintenance	$11,128.33	$6,000.00	$5,128.33
6605	Communications	$0.00	$2,300.00	$-2,300.00
6610	Postage	$640.89	$7,500.00	$-6,859.11
6615	Printing	$19,200.59	$20,000.00	$-799.41
6625	Hiring Costs	$0.75	$450.00	$-449.25
6630	Employee Costs	$0.00	$2,400.00	$-2,400.00
6635	Board Costs	$802.81	$12,000.00	$-11,197.19
6645	Tuition/Registration Fees - Staff	$2,273.55	$3,500.00	$-1,226.45
6650	Tuition/Registration Fees - Board	$0.00	$2,200.00	$-2,200.00
6660	Equipment Rent/Lease	$1,079.70	$0.00	$1,079.70
6675	Outreach	$8,749.50	$2,500.00	$6,249.50
6680	Training Expenses	$143.46	$3,500.00	$-3,356.54
6685	Meeting Expenses	$323.49	$46,500.00	$-46,176.51
6695	Bank Fees	$1,130.41	$1,500.00	$-369.59
6715	Licensing/Misc Fees	$100.00	$0.00	$100.00
6790	Misc Expense	$3,133.86	$0.00	$3,133.86
6990	Contribution - CAPK	$258,765.90	$0.00	$258,765.90
9999	Indirect Expense	$31,175.47	$37,758.00	$-6,582.53
Total Expense		$624,425.18	$415,339.00	$209,086.18
Total		$80,417.53	$-7,259.00	$87,676.53

MEMORANDUM

To: Board of Directors

From: Lisa Gonzales, Program Governance Coordinator

Date: February 28, 2024

Subject: *Agenda Item VI(a)*: February Policy Council Report – **Action Item**

The Policy Council met on January 23, 2024 at which time a quorum was established, with several significant action items brought before the Policy Council.

Assistant Director, Jerry Meade presented the proposed Head Start/Early Head Start Carryover Budget Revision for fiscal year 2023-2024 as well as a No-Cost Extension Request to the Office of Head Start for the Head Start and Early Head Start grant. Both of the aforenoted action items were presented independently of one another with budget detail provided for the carryover request. Upon conclusion of each separate action item which included thorough discussion as well as an opportunity for questions and/or clarification, the Policy Council unanimously approved the 2023-2024 Budget Carryover Revision as well as the submission of the No Cost Extension Request for the Head Start and Early Head Start grant.

The proposed 2024-2025 Program Planning Calendar was presented to Policy Council members. An overview of such was provided which included but was not limited to, discussion of various planning activities, their respective timelines as well as indication of governing body approval where required. The Council unanimously approved the 2024-2025 Program Planning Calendar.

The 2024-2025 Recruitment and Selection Plan was also presented to members. It was reported that upon conclusion of thorough review, discussion and analysis by the Recruitment and Selection Plan Committee, the only change warranted was the addition of Family Childcare as a program option to the Selection Criteria Verification Form. Policy Council unanimously approved the 2024-2025 Recruitment and Selection Plan.

Recommendation:
The Policy Council requests Board approval of the February Report and the Policy Council meeting minutes from January 23, 2024.

Attachment:
Policy Council Meeting Minutes from January 23, 2024.

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL MEETING MINUTES
January 23, 2024
Meeting ID: 250 149 296 32

1. **Call to Order**
   Policy Council Chairperson, Ruby Cruz called the meeting to order at 5:36 p.m.
   a. Roll call was taken, and a quorum was established.
      Policy Council Members Present: Alejandra Verduzco Hernandez, Ana Vigil, Ashely Trent, Candy Diaz, Cristina Herrera, Fatima Echeverria, Gabriela Rangel, Glorylee Selmi, Iris Roman, Jennifer Wilson, Ruby Cruz

2. **Public Comments**
   The public may address the Policy Council on items not included on the agenda at this time. However, the Policy Council will take no action other than that of referring the item(s) to staff for study and analysis. Speakers are limited to three 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.
   None

3. **Standing Committee Reports**
   a. **School Readiness Committee**
      The School Readiness Committee will have its first meeting on February 8, 2024 which will focus on the educational component of school readiness. Throughout the balance of the meetings members will hear information on various elements of school readiness. During the final meeting of this term the committee will also review and discuss school readiness goals for the 2024-2025 school year.
   b. **Planning Committee**
      The Planning Committee met on January 2, 2024. The Division Program Activity Report was shared with members for the months of November and December. Enrollment information was provided, for the respective months. During the same two months it was reported that there was a total of 18 new staff onboarded however there was also a combined total of 22 resignations over the same period. The Child Adult Care Food Program Report for October and November was also provided to members along with the total meals delivered during this reporting period.
   c. **Budget & Finance Committee**
      The Budget & Finance Committee met on January 16, 2024. Budget to actual financial reports for Head Start as well as Early Head Start were shared with the committee as was as Parent Activity Funds and Parent Local Travel and Childcare Reimbursement. During this meeting members were provided a thorough explanation as to the kind of information that is included in the Budget to Actual reports, how the budget is tracked as well as examples of budget categories. The committee also approved the proposed meeting dates.
   d. **Bylaws Committee**
      The Bylaws Committee is scheduled to meet on February 13, 2024. During the first meeting the roles and responsibilities of the committee will be discussed as outlined in the Head Start Program Performance standards and in the CAPK Head Start Bylaws. Policy Council members were encouraged to become a part of this committee.

4. **Presentations**
   a. No presentations

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 – December 19, 2023 (English/Spanish)
b. Head Start Budget vs. Actual Expenditures, March 1, 2023, to November 30, 2023
c. Early Head Start Budget vs. Actual Expenditures, March 1, 2023, to November 30, 2023
d. Kern Head Start and Early Head Start Non-Federal Report, March 1, 2023, to November 30, 2023
e. Early Head Start Childcare Partnership Non-Federal Report, March 1, 2023 to November 30, 2023
f. Parent Travel & Childcare through November 30, 2023
g. Parent Activity Funds through November 30, 2023
h. Independent Audit Report for Fiscal Year 2022-2023
i. Children's Mobile Clinic – January 2023 (English/Spanish)
j. Program Review & Evaluation Report – November 2023
k. Program Review & Evaluation Report – December 2023
l. Monthly Parent Trainings with Dr. Kirk – Head Start Wellness
m. Backpack Connection Series: How to Teach Your Child to Take Turns (English/Spanish)
n. Heating Safety – National Fire Protection Association (English/Spanish)
o. Head Start Recruitment Flyer (English/Spanish)
p. Early Head Start San Joaquin Flyer (English/Spanish)
q. Home Visiting Program Flyer (English/Spanish)
r. Policy Council Meeting Dates

Fatima Echeverria made a motion to approve consent agenda items (a) through (r); seconded by Gabriela Rangel. Motion carried unanimously.

6. <u>New Business</u> *ACTION

a. Nomination and election of Candy Diaz to the School Readiness Committee
Jennifer Wilson made a motion to approve the election of Candy Diaz to the School Readiness Committee; seconded by Glorylee Selmi. Motion carried unanimously.

b. 2023-2024 Head Start/Early Head Start Carryover Budget Revision – Jerry Meade, Assistant Director
Jerry shared typically as the end of the fiscal year approaches through ongoing monitoring budget expenditures are evaluated, budget to actuals are reviewed and proposals are made to reallocate any potential savings and to move those funds to other projects. Jerry explained due to systematic changes at the Office of Head Start there was a delay in getting the carryover request approved. He added that projects that had received prior approval were completed and were already charged to base resulting in additional money that the program would be able to reallocate to other projects. All previously approved projects that have not yet been completed would now be funded from the Carry Over. Jerry shared what some of these projects were, this included but was not limited to, staff training (Travel category), recruitment and retention incentive programs (Personnel and Fringe category), renovation and repair project which include outdoor environments for Head Start and Early Head Start facilities as well as vehicle purchases for the Central Kitchen. Budgetary information was provided and reviewed with the Council. An inquiry was posed as to if the central kitchen is where meals for the children are prepared to which Jerry confirmed. Candy Diaz made a motion to approve the 2023-2024 Head Start/Early Head Start Carryover Budget Revision; seconded by Alejandra Verduzco. Motion carried unanimously.

c. Head Start No Cost Extension Request – Jerry Meade, Assistant Director
Jerry stated that this item is a request to submit to the Office of Head Start an extension to the period of availability of Head Start and Early Head Start funds. He added that our fiscal year begins on March 1 and ends on the last day of February. He went on to share that the budget revision for carry over that was just awarded this month (January) would not allow ample time to complete all of the projects by February 29, 2024. Jerry also added that there are also funds available in the base grant that can be used for other projects as well, that will not be completed prior to the end of February. Jerry stated these funds are primarily due to salary savings and the staffing shortages within the program. He further explained when

at the end of a 5-year grant cycle a program is unable to carryover money into the next fiscal year because it is an entirely new 5-year grant cycle. Because of that, program would be requesting (with approval) to extend the period of availability of these funds. In consultation with our Regional Office the recommendation was that a request for extension be made to the Office of Head Start to use of these funds for an additional 12 months (February 28, 2025.) Jerry noted that this extension would still have the current grant number and be reflected accordingly in all budget reports. When we begin our new 5-year grant cycle on March 1, 2024 this grant will have a new grant number. It was asked what the plans for these funds are. Jerry shared the majority will go towards the projects as discussed in the carryover. He then provided a few specific items such as, replacing fencing with block wall fencing for more privacy in our play yards, rubber padding, as well as integrating Loose Parts which is a new curriculum. There will also be additional expenditures as related to incentives for onboarding and retaining staff. Additional questions posed were how sites are determined to receive these renovations. Jerry stated that an environmental rating scale is used by as well as ongoing monthly facility discussion meetings. Jerry stated that health and safety will always be the first priority. He added that if members have any suggestions or ideas for their current facility to be sure to speak with the site supervisor as they can communicate those needs through the proper chain of command. Candy Diaz made a motion to approve the Head Start No Cost Extension; seconded by Gabriela Rangel. Motion carried unanimously.

d. 2024-2025 Program Planning Calendar – Rosa Guerrero, Administrative Analyst

Administrative Analyst, Rosa Guerrero presented the 2024-2025 Program Planning Calendar to the Council. She shared that this is based upon the funding cycle which began on March 1, of this year and will run through February 2025. Rosa reviewed the calendar and noted key elements which included planning activities, responsible parties, respective timelines and the governing bodies involved with an example provided. Rosa shared that moving forward the program will continue to follow the activities as indicated on the Planning Calendar taking note of the timelines so as to keep the program on track throughout the current funding cycle. An opportunity for questions was provided, to which there were none. Gabriela Rangel made a motion to approve the 2024-2025 Program Planning Calendar; seconded by Fatima Echeverria. Motion carried unanimously.

e. 2024-2025 Recruitment & Selection Plan – Carol Hendricks, Enrollment & Attendance Manager

In presenting and reviewing the 2024-2025 Recruitment & Selection Plan to the Council, Carol thanked the Community Development team for their work on the community assessment for both Kern and San Joaquin Counties. She then shared the process for developing and reviewing the Recruitment & Selection Plan. Carol stated that there was a need to add family childcare as a program option to the Recruitment & Selection Plan. The document was reviewed with the Council, and it was noted that there was no change to the criteria selection points made. However as previously noted, the family childcare program option was added as was additional documentation to the form in the way of definitions for the selection criteria verification form. It was stated that the definition form adds clarity for the user and links back to the criteria to support documentation provided in the Community Assessment. A question was asked as to how the family childcare option differs from a traditional preschool classroom. It was stated that the family childcare option is in a licensed providers home as opposed to care provided in a center setting. Fatima Echeverria made a motion to approve the 2024-2025 Recruitment & Selection Plan; seconded by Jennifer Wilson. Motion carried unanimously.

7. <u>Standing Reports</u>

a. Program Governance – Lisa Gonzales, Program Governance Coordinator

Lisa began by acknowledging and thanking Board of Director's representative Ana Vigil for her commitment to Head Start and her service on Policy Council. She noted that Ana began her journey as a parent in the program and as a Policy Council member, adding that Ana is an active member of the community and involved with a variety of other organizations. Lisa shared that as the Board of Directors begins a new term and Board assignments are underway, Ana's schedule does not allow for her to continue as the representative on Policy Council. Lisa shared that Ana will be missed, noting that she is a fierce advocate for Head Start and there is no doubt that she will continue to advocate for the program.

Lisa continued and spoke briefly about the recent inaugural Family Engagement/Fatherhood Conference. She shared that it was very well received and that she had the opportunity to attend as a participant. Executive administrative staff were also in attendance as well as community members. Lisa stated there were many great keynote speakers, one being our very own Head Start Director, Yolanda Gonzales, as well as CEO Jeremy Tobias and CPO Louis Gil. She also showed members a backpack filled with a variety of goodies and resources that was handed out to fathers and father figures in attendance. Messages of hope and inspiration were shared as well as the importance of being present for your child. Lisa shared that the program hopes to grow this event annually. It was also shared that Policy Council shirts have arrived and will be provided to center staff and early childhood educators for member distribution. Lisa notified members that Regional Parent Committee meetings are on the horizon and will be taking place within the next few months. She encouraged members to share with fellow parents their experience of serving on the Council with the hope of recruiting more interest from parents. Lisa stated there is a capacity for 25 Policy Council members and we currently have 11 members. She added more information about all RPC meetings will follow soon. In concluding her report, Lisa thanked members for their time and participation but most of all for their commitment and involvement in their child's education.

b. Board of Directors – Ana Vigil, CAPK Board Member

Ana shared thanked Lisa for her words and stated it has been an honor for her to serve on Policy Council and to be involved with CAPK. In sharing the Board of Directors Report from November 29, 2023, Ana shared that the closed session item was moved to the top of the agenda with Jeremy Tobias subsequently providing that report. It was noted that one item was removed from the Consent Agenda and presented to the full board. Curtis Floyd was reappointed to the CAPK Board of Directors for another 5-year term. The Board approved CEO Jeremy Tobias to execute the agreement for a five-million-dollar award from the Bezos Day 1 Families Fund. The grant is in relation to affordable housing and CAPK will solicit community partners to complete the scope of work with more details provided as the scope of work is determined. The Head Start & State Child Development Division Compensation Schedule and Budget Modification, and also approved the Full Enrollment Initiative. The Board also approved an additional eight items during this meeting. The CAPK Executive Committee report was also provided. It was noted that during the closed session component of this meeting held on December 13, 2023 there was no reportable action taken on either item presented. The 2024 Community Service Block Grant was approved as was the budget for the CAPK Foundation. The implementation of the Head Start & State Child Development Division Compensation Schedule was approved by the Executive Committee as was the Bakersfield Kern Regional Homeless Collaborative's Homeless, Housing Assistance & Prevention Program along with the balance of action items presented.

c. Head Start/State Child Development – Yolanda Gonzales, Head Start/State Child Development Director

Yolanda thanked members for their commitment to the Policy Council and for faithfully attending each month. Yolanda shared that one of our greatest priorities and focus is to continue to recruit staff, adding that we have some classrooms that are still not open. She expressed appreciation to the Board, Human Resources and to Finance who worked really hard to allow the program to increase compensation. She encouraged members to share our employment opportunities with anyone they may know who might qualify to work for Head Start. Yolanda also shared that we are also still working towards reaching full enrollment and additionally encouraged parents to share their story and experience in the program with others to help reach full enrollment. Yolanda talked about the new curriculum that education is working hard on implementing. This focuses on bringing in more natural materials into the classroom. She added that as parents are in their respective classrooms, they will be seeing different things that teachers will be implementing; different materials that they will be using in various ways to support children in their creativity and in being engaged and more intentional in their learning. Yolanda also shared that we will be having a Child and Adult Care Food Program review which will focus on our food nutrition program and ensuring that we are following guidelines and that children are getting the required nutritional meals and snacks. She added that the review will also ensure that we are getting reimbursement back to the program. Yolanda shared a bit more about the Fatherhood/Family Engagement Conference stating that it was very successful, and everyone was very happy with the attendance and planning will begin for next

year's event. She stated the goal was to make this an annual occurrence. Yolanda thanked Ana Vigil for her strong advocacy of Head Start and her passion for helping children and families, adding that she will always have a home with Head Start.

8. **Policy Council Chairperson Report**

   Ruby thanked everyone for attending and wished them a happy new year. She added that she loves the program and shared personal testimony as to how her daughter had speech challenges and didn't talk but after about a month in the program she was speaking in full sentences and that is all because of Head Start.

9. **Policy Council Member Comments**

   Members were given an opportunity to make a statement or comment. Ana Vigil encouraged members to continue to do what they are doing, adding they are doing a great job. Fatima Echeverria shared that she attended the Fatherhood/Family Engagement Conference but was at first hesitant because she is a single mother, and there was the word "fatherhood" attached to the conference. She shared that it was a family engagement experience, and she is a mom, so she was glad she attended. Fatima shared that she enjoyed the conference and found that as a single parent there were some takeaways and tips, she was appreciative of receiving. She encouraged others to attend any conferences, or trainings such as the monthly Dr. Kirk sessions provided to families. Gabriela Rangel expressed thanks and appreciation for sharing, noting she too would like to be a part of attending more opportunities that are provided. Personal stories and life circumstances were shared by some members with support provided from peers as well as from the Head Start Director. Glorylee Selmi thanked everyone for their support and words of encouragement, noting that it is all very inspiring. She added that with everything everyone has going on in their lives it is nice to see members so committed to participating each month. Iris Roman encouraged all to look for the positive in situations, adding that being a part of the Policy Council and attending meetings is already something positive that will benefit their children. Jennifer Wilson thanked Ana Vigil for all her years of service and expressed appreciation for her opportunity to be a part of Policy Council.

10. **Next Scheduled Meeting**

    The next meeting will be held on Tuesday, February 20, 2024 at 5:30 p.m. on Microsoft Teams.

11. **Adjournment**

    The meeting was adjourned at 6:33 p.m.