

COMMUNITY ACTION PARTNERSHIP OF KERN
BOARD OF DIRECTORS MEETING

5005 Business Park North, Bakersfield, CA

June 29, 2016

12:00pm

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

Garth Corrigan
Don Bynum
Mike Maggard
Ana Vigil

Curtis Floyd
James Camp
Tony Martinez
Ashley Womack

Fred Plane
Jose Gonzalez
Yolanda Ochoa
Charlie Rodriguez

Warren Peterson
Craig Henderson
Kathy Philley

II. Approval of Agenda

III. Approval of meeting minutes

- a. Minutes of May 25, 2016 Board of Directors meeting – **Action Item (p. 1-7)**

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

V. Special Presentations

VI. New Business

- a. Resolution to Approve the Submission of the Head Start/State Child Development contracts (CSPP-6110, CCTR-6049, CMAP-6000, CMSS-6004 & CMIG-6004) – Yolanda Gonzales, Director of Head Start/State Child Development – **Action Item (p. 8-32)**
- b. Head Start/Early Head Start Budget Revision – Yolanda Gonzales, Director of Head Start/State Child Development – **Action Item (p. 33-35)**

- c. Early Head Start Child Care Partnership Budget Revision and Carry Over Request – Yolanda Gonzales, Director of Head Start/State Child Development – **Action Item (p. 36-39)**
- d. Early Head Start San Joaquin Budget Revision – Yolanda Gonzales, Director of Head Start/State Child Development – **Action Item (p. 40-43)**
- e. Resolution and Funding Request Approving Submission of an Application to the Cy Pres Settlement Fund – Ralph Martinez, Director of Community Development – **Action Item (p. 44-45)**
- f. Update on Energy Program Restructuring and Internal Control Improvements – Romala Ramkissoon, Director of Community Services – **Info Item (p. 46-47)**
- g. Resolution Approving the City and County CDBG Funded Project Agreement to Install a Rooftop Solar Photovoltaic System at the CAPK Food Bank – Emilio Wagner, Director of Operations – **Action Item (p. 48-74)**
- h. Approval of Current Vendor Contract Amendments to include Aggregate Amounts over \$200,000 – Margaret Palmer, Business Manager – **Action Item (p. 75-82)**
- i. Approval of New Vendor Service Agreements for Energy – Margaret Palmer, Business Manager – **Action Item (p. 83-155)**

VII. Committee Reports

- a. Program Review & Evaluation Committee Report – Ralph Martinez, Director of Community Development – **Info Item (p. 156)**
- b. Budget & Finance Committee Report – Christine Anami, Director of Finance – **Action Item**
 - i. Minutes of June 22, 2016 (**p. 157-162**)
 - ii. Discretionary Fund (**p. 163**)
 - iii. WIC Vacation Pay Out and Vacation Policy (**p. 164-168**)
 - iv. Solar Pilot Program Agreement with Fresno EOC (**p. 169**)
 - v. 211 Proposal for United Way of Fresno County (**p. 170-171**)
 - vi. Application Status Report and Funding Requests (**p. 172-177**)
 - vii. Agency Financial Statements, may 2016 (**Section 3 of binder**)

VIII. Advisory Board Reports

- a. Head Start Policy Council Report – Ashley Womack, Policy Council Representative – **Action Item (p. 178)**
 - i. Minutes of May 26, 2016 meeting (**p. 179-182**)

- b. Friendship House Advisory Report – Ralph Martinez, Director of Community Development – ***Action Item***
 - i. Verbal Report

IX. Executive Director Report – Jeremy Tobias, Executive Director – ***Action Item***

X. Board Member Comments

XI. Closed Session

a. CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Jeremy Tobias, Executive Director; Michele Nowell, Director of Human Resources; Che Johnson with Liebert, Cassidy & Whitmore.

Employee Organization: SEIU Local 521 representing Head Start Employees.

XII. Close Session Report

XIII. Next Scheduled Meeting

Board of Directors Meeting
Wednesday, August 24, 2016
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

This is to certify that this Agenda notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00pm, June 24, 2016. Amanda Norman, Assistant to the Executive Director

COMMUNITY ACTION PARTNERSHIP OF KERN
BOARD OF DIRECTORS MEETING

5005 Business Park North, Bakersfield, CA
May 25, 2016
12:00pm

I. Call to Order

Garth Corrigan called the meeting to order at 12:07pm at the Community Action Partnership of Kern Administrative Building, 5005 Business Park North, Bakersfield, CA.

- a. Moment of Silence/Pledge of Allegiance (*Please Stand*)
- b. Reading of the "Promise of Community Action" (*Please Stand*)
- c. Roll Call

Roll Call was taken with a quorum present:

Present: Garth Corrigan, Curtis Floyd, Fred Plane, Warren Peterson, James Camp, Yolanda Ochoa, Ana Vigil, and Charlie Rodriguez

Absent: Don Bynum, Jose Gonzalez, Craig Henderson, Mike Maggard, Tony Martinez, Kathy Philley, and Ashley Womack

Others Present: Jeremy Tobias, Executive Director; Christine Anami, Director of Finance; Emilio Wagner, Director of Operations; Ralph Martinez, Director of Community Development; Yolanda Gonzales, Director of Head Start/State Child Development; Michele Nowell, Director of Human Resources; Carmen Segovia, Director of Health and Nutrition; other CAPK staff.

II. Approval of Agenda

Motion was made and seconded to approve the Board of Directors meeting agenda for May 25, 2016. Carried by unanimous vote. (Rodriguez/Peterson)

III. Approval of meeting minutes

- a. Minutes of April 27, 2016 Board of Directors meeting – **Action Item**

Motion was made and seconded to approve the minutes of April 27, 2016 Board of Directors meeting. Carried by unanimous vote. (Plane/Camp)

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

No one addressed the Board.

V. Special Presentations

- a. Presentation of 2015 Desired Results Summary Report (DRDP) for Head Start – Leslie Mitchell, Administrator of Education Support Services

Leslie Mitchell gave a presentation on the Desired Results Development Profile (DRDP). She stated there are eight development domains that are reviewed; approaches to learning and self-regulation, social and emotional development, English language development, cognition, including math and science, physical development – health, history social science and visual and performing arts. Leslie stated they have high scores and are doing a great job in the community. Some highlights of the 2016-2017 action plan is parent involvement activities and training will be provided to offer strategies and build on parent skills and language literacy, the education team will research and train on five integral elements of quality teaching and learning, teaching staff will be provided training and professional development throughout the year in the domains of language literacy, mathematics and science, the action steps will be ongoing in the 2016-2017 school year and expected completion will be at the end of April 2017.

VI. New Business

- a. Waiver of Election and Declaring Winner to be Seated to the Board of Directors for North Kern Low-Income Sector Representative – Jeremy Tobias, Executive Director – **Action Item**

Jeremy Tobias stated the term for the North Kern Low Income seat expires at the end of May and the recruitment process followed the CAPK election rules and By-Laws. One nomination packet was received, it was filed by Ana Vigil, and it was reviewed and deemed eligible. Since no other candidates filed, the Board can waive the election and appoint Anna Vigil to the seat. The term will be from May 2016 through May 2021.

Motion was made and seconded to approve the Waiver of Election and Declaring Winner Anna Vigil to be seated to the Board of Directors for North Kern Low-Income Sector Representative. Carried by unanimous vote. (Plane/Ochoa)

- b. Early Head Start Child Care Partnerships Refunding Grant Application – Jerry Meade, Program, Design and Management Administrator – **Action Item**

Jerry Meade stated the Early Head Start Partnership (Grant#09HP0036) with the Kern County Superintendent of Schools Blanton Center and Bakersfield College is up for refunding and is due in the upcoming days. They have completed the 18-month cycle and the refunding application will be for September 1, 2016 through August 31, 2017. He stated the program will be asking the Office of Head Start to move slots between existing community partners and potential new community partners.

Motion was made and seconded to approve the Early Head Start Child Care Partnerships Refunding Grant Application. Carried by unanimous vote. (Plane/Camp)

- c. Head Start/Early Head Start Cost-of-Living Adjustment (COLA) Application – Jerry Meade, Program Design and Management Administrator – **Action Item**

Jerry Meade stated the program has been notified of a 1.8 percent COLA for all four of the Head Start and Early Head Start grants (HS/EHS Kern, EHS Child Care Partnership & EHS San Joaquin). The funds will be used to increase pay scales across HS/EHS positions. The application will be submitted in the coming weeks and the changes will be reflected in the budget revision requests which will come to the board next month for the increase in Personnel and Fringe Benefits.

Motion was made and seconded to approve the Head Start/Early Head Start Cost-of-Living Adjustment (COLA) Application. Carried by unanimous vote. (Rodriguez/Camp)

- d. Head Start/Early Head Start Duration Grant Application – Jerry Meade, Program, Design and Management Administrator – **Action Item**

Jerry Meade stated the Office of Head Start (OHS) has made additional funds available to extend the duration of services for the Head Start program. OHS announced the availability of \$294 million dollars for the purpose of increasing the total number of hours of high-quality early education in Head Start center-based program options. He stated that only grantees that do not provide continuous services equivalent to full school day for 40% or more of their Head Start center-based program participants may apply. The due date for this application is June 24, 2016.

Motion was made and seconded to approve the Head Start/Early Head Start Duration Grant Application. Carried by unanimous vote. (Rodriguez/Vigil)

- e. Presentation of Head Start / State Child Development Program Self-Evaluation Annual Report – Leslie Mitchell, Administrator of Education Support Services – **Info Item**

Leslie Mitchell stated the division conducts an annual Program Self-Evaluation (PSE) for the California State Preschool Program (CSPP); California General migrant Child Care (CMIG); and California Center-Based Child Care (CCTR; infants and toddlers) and must be submitted to the State by June 1st, 2016. The purpose of the PSE is intended to focus on the educational content of the Desired Results system to inform teaching and program planning, which results in increased educational benefits for our young children.

- f. Presentation of Migrant Childcare Alternative Payment (MCAP) Program Self-Evaluation Annual Report – Susana Magana, MCAP Program Manager – **Info Item**

Susana Magana stated the State requires the Migrant Childcare Alternative Payment (MCAP) program to complete a Program Self Evaluation, which was conducted the week of April 25th, 2016. A 15% sample of program families from the service month of October 2015 were selected that included 34 family files, 37 childcare provider files and 37 attendance and reimbursement records and corresponding documentation. During the program self-evaluation, 1 out of 34 family files were out of compliance in the area of family eligibility requirements, 1 out of 37 provider files were out of compliance due to having an expired identification card on file, and 2 out of 37 reimbursement calculations were found out of compliance due to an underpayment of a total of \$16.14. Susana stated corrective actions have been made for the findings discovered through the self-assessment and procedures have been implemented to prevent the errors from reoccurring.

- g. Memorandum of Understanding between the Workforce Development Board and Partner Agencies in the One-Stop Partner Program doing business as America's Job Center of California – Jeremy Tobias, Executive Director – **Action Item**

Jeremy Tobias stated as a CSBG agency for Kern County, CAPK participates on the Workforce Development Board and at the One-Stop Partnership program operated through Employers Training Resource (ETR). Jeremy stated he is seated on the Board which is administered through the staff at ETR. The one-stop partner program is also administered through ETR and CAPK is simply a service provider that has clients referred to us from the One-Stop Center. The program refers clients to us to provide our normal services, and the State has asked that all one-stop partners formalize the arrangement through this agreement. He stated the County Council has reviewed the agreement and they are asking each member agency to approve.

Motion was made and seconded to approve the Memorandum of Understanding between the Workforce Development Board and Partner Agencies in the One-Stop Partner Program doing business as America's Job Center of California. Carried by unanimous vote. (Rodriguez/Ochoa)

- h. Approval of Job Description and Compensation Structure for the position of Assistant Director of Finance – Jeremy Tobias, Executive Director – **Action Item**

Jeremy Tobias stated they have been actively recruiting for the position of Assistant Director of Finance. It was discovered, upon looking at the salary survey and local market, that there was a need to review the job description and upgrade the pay from grade level 12 to level 13, which is approximately 15% between the pay grades. He stated they are asking for approval of the job description and the change in grade levels.

Motion was made and seconded to approve the Approval of Job Description and Compensation Structure for the position of Assistant Director of Finance. Carried by unanimous vote. (Rodriguez/Vigil)

- i. Application Status Report and Funding Requests – Ralph Martinez, Director of Community Development – **Action item**

Ralph Martinez stated April was unusual as no applications were approved or declined, so not much has changed.

Motion was made and seconded to approve the Application Status Report and Funding Requests. Carried by unanimous vote. (Floyd/Ochoa)

VII. Committee Reports

- a. Audit and Pension Committee Report – Christine Anami, Director of Finance – **Action Item**
 - i. Minutes of May 9, 2016 meeting
 - ii. Brown Armstrong's Plan for the 2015-16 Audit
 - iii. Food Bank – Feeding America Compliance Audit

Christine Anami stated the Audit Committee met on May 9th for the purpose of hearing a presentation from Brown Armstrong which is done annually to kick off the audit. Brown Armstrong is currently here to perform the interim field work, will be back in July and wrap up the audit in September or October. Andy Paulden and Brooke Baird gave the presentation of the audit plan, the audit strategy and reports that will be issued.

Chris stated Glen Ephrom, Food Bank Program Manager, gave a presentation on the Feeding America compliance audit that was conducted by the Fresno Food Bank and was a good audit. Of the 21 areas that were audited, only two were identified as non-compliance and Glen will bring a report to the Board in the near future.

- b. Program Review & Evaluation Committee Report – Ralph Martinez, Director of Community Development – **Info Item**

No report was given as the Program Review and Evaluation Committee did not meet due to lack of quorum.

- c. Budget & Finance Committee Report – Christine Anami, Director of Finance – **Info Item**

No report was given as the Budget and Finance Committee did not meet due to lack of quorum.

VIII. Advisory Board Reports

- a. Head Start Policy Council Report – Ashley Womack, Policy Council Representative – **Action Item**
 - i. Minutes of April 28, 2016 meeting

Janelle Gonzalez presented on behalf of Ashley Womack and stated the Policy Council met on April 28th, 2016. Nominations and elections were made for the Personnel, Bylaws and Planning Policy Council Subcommittees. The Family Wellness Specialists shared information about their team's role and responsibilities. She stated Yolanda Gonzales shared that she is happy that CAPK is able to be a part of the community in Stockton. She stated that a fourth center was to be licensed, which leaves four more centers to license.

Curtis Floyd asked if Stockton had its own Policy Council and she said no, they participate as part of our Policy Council and they communicate through video conferencing services such as "go to meeting". Curtis stated he would like a report from Stockton and be reported to the Board.

Motion was made and second to approve the Head Start Policy Council Report. Carried by Unanimous Vote. (Floyd/Ochoa)

- b. Friendship House Advisory Report – Ralph Martinez, Director of Community Development – **Action Item**
 - i. Verbal Report

Ralph stated the Friendship House Advisory Board did not meet due to an emergency and will be rescheduled.

Motion was made and second to approve the Friendship House Advisory Report. Carried by Unanimous Vote. (Ochoa/Rodriguez)

IX. Executive Director Report – Jeremy Tobias, Executive Director – **Action Item**

- a. Humanitarian Awards Banquet Outcome Report

Jeremy Tobias stated the banquet was excellent with a great turnout with over 300 people attending. The Humanitarian of the Year was awarded to Deborah Johnson, President/CEO of the California Veterans Assistance Foundation, Life Church at World of Pentecost was the Community Partner of the Year and the many volunteers from the CAPK Volunteer Income Tax Assistance Program past and present were the Volunteers of the Year. He stated Alissa Carlson, from Channel 17, did a great job as the master of ceremonies. We raised over \$90,000 in monetary and in-kind donations; \$72,000 in sponsorships and ticket sales, \$3,557 in in-kind gifts and \$18,000 direct contract discount from ADP in lieu of a sponsorship. He stated staff has initiated a thank you ad in the Kern Business Journal. Several board members attended and those who could not attended donated their tables back, but overall it was a great event.

b. Update on the elimination of the CAPK HIV prevention and testing program

Jeremy Tobias stated officially the HIV program will be coming to an end later this year as the program will be eliminated as the agency received word from the County and State. The letter stated California is no longer eligible for federal funding due to the fact HIV cases have fallen below a minimum threshold and the entire state no longer qualifies. The current contract expires on June 30, 2016 but the county has extended the term through September 30, 2016. He stated the agency's program is ran by Dennis Hendrix and more information will be brought back to the Board.

c. Possible funding reduction by the County of Kern for the 211 Kern program

Jeremy Tobias stated 211 receives funding from several sources and the County has notified there may be a cut of 50% or more in their funding level. The current funding level from the County is \$96,720. He plans to meet with the county to let them know the importance of 211 but he wanted the board to be aware of the program cut.

Motion was made and second to approve the Executive Director Report. Carried by Unanimous Vote. (Plane/Ochoa)

X. Board Member Comments

Ana Vigil stated Charlie Rodriguez received an award at the banquet for serving on the board for 20 years and for being a veteran.

Yolanda Ochoa stated the banquet was nice and enjoyed the event.

XI. Closed Session

No items scheduled.

XII. Close Session Report

No report was given.

XIII. Next Scheduled Meeting

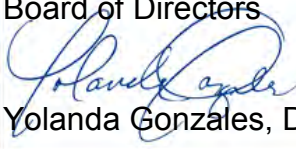
Board of Directors Meeting
Wednesday, June 29, 2016
12:00 p.m.
5005 Business Park North
Bakersfield, CA 93309

XIV. Adjournment

The meeting adjourned at 1:03pm.

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Yolanda Gonzales, Director of Head Start / State Child Development
Date: June 29, 2016
Subject: *Agenda Item VI(a):* Resolution to Approve the Submission of the Head Start / Early Head Start Contracts (CSPP-6110, CCTR-6049, CMAP-6000, CMSS-6004 & CMIG-6004) – Action Item

The following contracts are from the California Department of Education for the 2015-2016 fiscal year for Head Start / Early Head Start. These are renewal contracts and no substantial changes were made from prior year contracts for the program.

CSPP-6110 is for the California State Preschool Program for \$2,634,436.00 with a term of July 1, 2016 through June 30, 2017.

CCTR-6049 is for the General Child Care and Development Programs for \$1,959,821.00 with a term of July 1, 2016 through June 30, 2017.

CMAP-6000 is for the Migrant Alternative Payment Program for \$5,951,828.00 with a term of July 1, 2016 through June 30, 2017.

CMSS-6004 is for the Migrant Specialized Services Program for \$28,472.00 with a term of July 1, 2016 through June 30, 2017.

CMIG-6004 is for the Migrant Child Care Program for \$199,084.00 with a term of July 1, 2016 through June 30, 2017.

Recommendation:

Staff recommends the Board of Directors approve the Resolution to for the Submission of the Head Start / Early Head Start Contracts (CSPP-6110, CCTR-6049, CMAP-6000, CMSS-6004 & CMIG-6004).

Attachments: 2016-09 Resolution for Contracts with the Department of Education
CSPP-6110, CCTR-6049, CMAP-6000, CMSS-6004 & CMIG-6004

RESOLUTION # 2016-09

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the submission of the California Department of Education Contracts

The Board of Directors of the Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on June 29, 2016, in Bakersfield, California at a scheduled Board meeting and resolved as follows:

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

WHEREAS, the California Department of Education has made available State Preschool (CSPP), Migrant Child Care (CMIG), General Child Care (CCTR), Migrant Specialized Services (CMSS) and Migrant Alternative Payment (CMAP) funds for FY 2016-2017, and

WHEREAS, the California Department of Education has offered the FY 2016-2017 Contracts for State Preschool (CSPP), Migrant Child Care (CMIG), General Child Care (CCTR), Migrant Specialized Services (CMSS) and Migrant Alternative Payment (CMAP) to the Partnership, and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the aforementioned contract, and

WHEREAS, the California Department of Education requires that an authorized signatory be named for the FY 2016-2017 Contracts for State Preschool (CSPP), Migrant Child Care (CMIG), General Child Care (CCTR), Migrant Specialized Services (CMSS) and Migrant Alternative Payment (CMAP) contracts.

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Executive Director, or in his absence, Christine Anami, Director of Finance, to act on behalf of the Board as CAPK's representative signatory with regards to the State Preschool (CSPP), Migrant Child Care (CMIG), General Child Care (CCTR), Migrant Specialized Services (CMSS) and Migrant Alternative Payment (CMAP) Contracts and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 29th day of June, 2016.

Garth Corrigan, Chair
Partnership Board of Directors

Date

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CSPP-6110

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 15-Y320-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** COMMUNITY ACTION PARTNERSHIP OF KERN

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.53 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$2,634,436.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	68,374.0
Minimum Days of Operation (MDO) Requirement	247

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jeremy T. Tobias, Executive Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 5005 Business Park North, Bakersfield, CA 93309			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 2,634,436	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,634,436	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 706					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE			

CONTRACTOR'S NAME: COMMUNITY ACTION PARTNERSHIP OF KERN

CONTRACT NUMBER: CSPP-6110

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 391,415	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-Y320	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 391,415	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 179,787	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-Y320	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 179,787	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,324,979	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-Y320			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,324,979	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 738,255	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-Y320			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 738,255	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Community Action Partnership of Kern		<i>Federal ID Number</i> 95-2402760
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jeremy T. Tobias, Executive Director		
<i>Date Executed</i> 6/3/16	<i>Executed in the County of</i> Kern	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5005 Business Park North
Bakersfield, Kern, CA, 93309

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

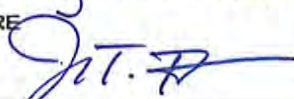
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) Community Action Partnership of Kern	CONTRACT # CSPP-6110
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Jeremy T. Tobias, Executive Director	
SIGNATURE 	DATE 6/3/16

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

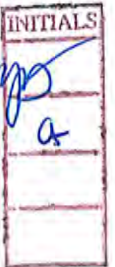
CONTRACT NUMBER: CCTR-6049

PROGRAM TYPE: GENERAL CHILD CARE &
DEV PROGRAMSPROJECT NUMBER: 15-Y320-00-6**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** COMMUNITY ACTION PARTNERSHIP OF KERN

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.29 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$1,959,821.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement	51,184.0
Minimum Days of Operation (MDO) Requirement	247

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jeremy T. Tobias, Executive Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 5005 Business Park North, Bakersfield, CA 93309			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,959,821	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,959,821	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 706					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	
		DATE			

CONTRACTOR'S NAME: COMMUNITY ACTION PARTNERSHIP OF KERN

CONTRACT NUMBER: CCTR-6049

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 585,818	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13609-Y320	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 585,818	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 269,081	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 15136-Y320	PC# 000324
TOTAL AMOUNT ENCUMBERED TO DATE \$ 269,081	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,104,922	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-Y320	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,104,922	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Community Action Partnership of Kern		<i>Federal ID Number</i> 95-2402760
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jeremy T. Tobias, Executive Director		
<i>Date Executed</i> 6/3/16	<i>Executed in the County of</i> Kern	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

CO-8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5005 Business Park North
Bakersfield, Kern, CA, 93309

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) <u>Community Action Partnership of Kern</u>		CONTRACT # <u>CCTR-16049</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <u>Jeremy T. Tobias, Executive Director</u>		
SIGNATURE 	DATE <u>6/3/16</u>	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CMAP-6000

PROGRAM TYPE: MIGRANT ALTERNATIVE
PAYMENTPROJECT NUMBER: 15-Y320-00-6**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** COMMUNITY ACTION PARTNERSHIP OF KERN

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the MIGRANT ALTERNATIVE PAYMENT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)*; and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$5,951,828.00.

SERVICE REQUIREMENTS

Minimum Days of Operation (MDO) Requirement

249

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

INITIALS
CS
a

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jeremy T. Tobias, Executive Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 5005 Business Park North, Bakersfield, CA 93309			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,951,828	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,951,828	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 706					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO.		B.R. NO.	
		DATE			

CONTRACTOR'S NAME: COMMUNITY ACTION PARTNERSHIP OF KERN

CONTRACT NUMBER: CMAP-6000

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,411,000	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 13968-Y320	PC# 000324
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,411,000	ITEM 30.10.020.004 6100-194-0890	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-0000 Rev-0000	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 540,828	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23036-Y320	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 540,828	ITEM 30.10.020.004 6100-194-0001	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6065 Rev-8530	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Community Action Partnership of Kern		<i>Federal ID Number</i> 95-2402760
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jeremy T. Tobias, Executive Director		
<i>Date Executed</i> 6/3/16.	<i>Executed in the County of</i> Kern	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5005 Business Park North
Bakersfield, Kern, CA, 93309

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

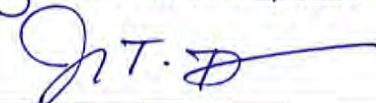
b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
Community Action Partnership of Kern	C/MAP-16000
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Jeremy T. Tobias, Executive Director	
SIGNATURE	DATE
	6/3/16

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

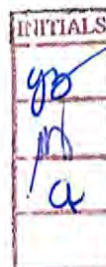
F.Y. 16 - 17**DATE:** July 01, 2016**CONTRACT NUMBER:** CMSS-6004**PROGRAM TYPE:** MIGRANT SPECIALIZED SERVICES**PROJECT NUMBER:** 15-Y320-00-6**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** COMMUNITY ACTION PARTNERSHIP OF KERN

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the MIGRANT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Specific Items of Reimbursable Costs section of the FT&C for a Maximum Reimbursable Amount (MRA) of \$28,472.00 for migrant specialized services.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.



Items shown with an Asterisk (*), are hereby incorporated by this reference and made a part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jeremy T. Tobias, Executive Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 5005 Business Park North, Bakersfield, CA 93309			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 28,472	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23360-Y320				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 28,472	ITEM 30.10.020.004 6100-194-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017	
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6070 Rev-8530					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

CCC-37

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Community Action Partnership of Kern		<i>Federal ID Number</i> 95-2402760
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Jeremy T. Tobias, Executive Director		
<i>Date Executed</i> 6/3/16	<i>Executed in the County of</i> Kern	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5005 Business Park North
Bakersfield, Kern, CA, 93309

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 78, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 78.605 and 78.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) <u>Community Action Partnership of Kern</u>		CONTRACT # <u>CMSS-6004</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <u>Jeremy T. Tobias, Executive Director</u>		
SIGNATURE <u>J.T. Tobias</u>	DATE <u>6/3/16</u>	

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 16 - 17

DATE: July 01, 2016

CONTRACT NUMBER: CMIG-6004

PROGRAM TYPE: MIGRANT CHILD CARE

PROJECT NUMBER: 15-Y320-00-6

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**CONTRACTOR'S NAME:** COMMUNITY ACTION PARTNERSHIP OF KERN

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)*; the MIGRANT PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$38.29 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$199,084.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE)	5,199.0
Minimum Days of Operation (MDO) Requirement	247

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2016.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Jeremy T. Tobias, Executive Director	
TITLE Contracts, Purchasing and Conference Services		ADDRESS 5005 Business Park North, Bakersfield, CA 93309	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 199,084	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23036-Y320		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 199,084	ITEM 30.10.020.004 6100-194-0001	CHAPTER B/A	STATUTE 2016
	FISCAL YEAR 2016-2017		
OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6065 Rev-8530			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	


Department of General Services
use only

INITIALS
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CCC-37

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Community Action Partnership of Kern		95-2402760
<i>By (Authorized Signature)</i>		
		
<i>Printed Name and Title of Person Signing</i>		
Jeremy T. Tobias, Executive Director		
<i>Date Executed</i>	<i>Executed in the County of</i>	
6/3/16	Kern	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

CO-8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) 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

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

5005 Business Park North
Bakersfield, Kern, CA 93309

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
 (GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

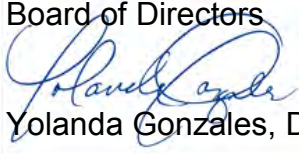
The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
<u>Community Action Partnership of Kern</u>	<u>CM161-10004</u>
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<u>Jeremy T. Tobias, Executive Director</u>	
SIGNATURE	DATE
<u>J.T. #</u>	<u>6/3/16</u>

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Yolanda Gonzales, Director of Head Start / State Child Development
Date: June 29, 2016
Subject: *Agenda Item VI(b) : Head Start/Early Head Start Budget Revision – Action Item*

Recent administrative and program changes have made it necessary for CAPK to submit a budget revision to the Office of Head Start.

Centralized Administrative Costs

Beginning in March 2016, CAPK changed its methodology for charging centralized administration costs to their grants from a Direct Cost Rate to an Indirect Cost Rate. Following the Office of Management and Budget Uniform Administrative Requirements, the agency selected the option of a 10% De Minimis Indirect Cost Rate.

Cost of Living Adjustment

Approval of CAPK's application for a 1.8% Cost of Living Adjustment (COLA), which was approved by the Board last month, is pending from the Office of Head Start. OHS Regional Office staff advised that the COLA be included in the budget revision, as it is subject to the 10% Indirect Cost Rate.

With the addition of the COLA funding, the revised budget provides for a 2% increase for all Head Start and Early Head Start positions.

Additional Revisions

The budget revision also provides for:

- An increase of \$52,800 to the Supply category for the purchase of Early Head Start curriculum;
- A net increase of \$12,271 to the Other category for building maintenance and repair.

Recommendation:

Staff recommends the Board of Directors approve the Head Start/Early Head Start Kern Budget Revision, including implementation of a 2% increase applied to the salary schedule for all Head Start and Early Head Start positions effective 3/1/2016.

Attachment: Head Start & Early Head Start Kern 2016-2017 Budget Revision

COMMUNITY ACTION PARTNERSHIP OF KERN

**HEAD START & EARLY HEAD START KERN
PROGRAM OPERATIONS (BASE) FUNDING
2016-2017 BUDGET REVISION**

BUDGETED EXPENDITURES	2016-2017 BUDGET	2016-2017 REVISED BUDGET	VARIANCE increase (decrease)	Comments
PERSONNEL	12,792,984	11,691,449	(1,101,535)	42 Central Admin positions moved to Indirect; 19 classroom positions added;
FRINGE BENEFITS	3,837,895	3,507,435	(330,460)	Cost of Living Adjustment
TRAVEL	7,728	0	(7,728)	Moved to Indirect
EQUIPMENT	320,000	320,000	0	
SUPPLIES				
Office Supplies	347,563	307,471	(40,092)	Moved to Indirect
Child and Family Services Supplies	780,685	833,485	52,800	Increased amount for EHS curriculum
Food Services Supplies	89,000	89,000	0	
Other Supplies	174,000	174,000	0	
TOTAL SUPPLIES	1,391,248	1,403,956	12,708	
CONTRACTUAL				
Administrative Services	441,233	77,000	(364,233)	Moved to Indirect
Other Contracts	20,000	20,000	0	
TOTAL CONTRACTUAL	461,233	97,000	(364,233)	
OTHER				
Rent	548,828	542,060	(6,768)	Moved to Indirect
Mortgage	483,286	473,465	(9,821)	Moved to Indirect
Utilities, Telephone	868,273	832,600	(35,673)	Moved to Indirect
Building & Child Liability Insurance	155,129	132,000	(23,129)	Moved to Indirect
Building Maintenance/Repair	834,892	847,163	12,271	Moved portion to Indirect; increased M/R for child facilities by \$36,000
Local Travel (children)	58,150	58,150	0	
Nutrition Services	88,967	88,967	0	
Child Services Consultants	34,000	34,000	0	
Volunteers	13,155	13,155	0	
Parent Services	97,597	97,597	0	
Publications/Advertising/Printing	156,677	152,700	(3,977)	Moved to Indirect
Training or Staff Development	26,073	22,000	(4,073)	Moved to Indirect
Other	643,462	625,600	(17,862)	Moved to Indirect
TOTAL OTHER	4,008,489	3,919,457	(89,032)	
INDIRECT	0	2,291,033	2,291,033	
TOTAL BUDGETED EXPENDITURES	22,819,577	23,230,330	410,753	

COMMUNITY ACTION PARTNERSHIP OF KERN

**HEAD START & EARLY HEAD START KERN
PROGRAM OPERATIONS (BASE) FUNDING
2016-2017 BUDGET REVISION**

REVENUES	2016-2017 BUDGET	2016-2017 REVISED BUDGET	VARIANCE increase (decrease)
Head Start Program Operations	18,939,426	18,939,426	0
Head Start Cost of Living Adjustment	0	340,910	340,910
Early Head Start Program Operations	3,880,151	3,880,151	0
Early Head Start Cost of Living Adjustment	0	69,843	69,843
TOTAL REVENUES	22,819,577	23,230,330	410,753

Comments

Revision incorporates recent Cost of Living Adjustment of 1.8%

SUMMARY - 2016-2017 REVISED

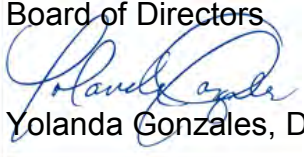
TOTAL REVENUES	23,230,330
TOTAL BUDGETED EXPENDITURES	23,230,330
DIFFERENCE	0

ESTIMATED ADMINISTRATIVE COST

9.70%

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Yolanda Gonzales, Director of Head Start / State Child Development
Date: June 29, 2016
Subject: *Agenda Item VI(c):* Early Head Start Child Care Partnership Budget Revision and Carry Over Request – Action Item

Recent administrative and program changes have made it necessary for CAPK to submit a budget revision to the Office of Head Start.

Centralized Administrative Costs

Beginning in March 2016, CAPK changed its methodology for charging centralized administration costs to their grants from a Direct Cost Rate to an Indirect Cost Rate. Following the Office of Management and Budget Uniform Administrative Requirements, the agency selected the option of a 10% De Minimis Indirect Cost Rate.

Cost of Living Adjustment

The 1.8% Cost of Living Adjustment (COLA) for this grant will not be awarded by Office of Head Start until 9/1/2016. However, with identified budget savings, the revised budget provides for a 2% increase for CAPK Early Head Start positions funded by this grant.

Budget Savings – Base Funding

As CAPK approaches the end of the initial 18-month budget period of the Early Head Start (EHS) Child Care Partnership program, we have identified significant savings in the Contractual category. The original budget was developed to reflect the annualized cost of contractual payments. Actual services and payments began after the initial start-up period; thus, we estimate that \$315,000 of funds budgeted for this purpose will be unexpended at year-end (August 31, 2016). This revision re-budgets these funds to the following categories:

- Equipment - \$150,000 for the purchase of shade structures and Pour & Play surfaces for three locations;
- Supplies - \$65,000 for office supplies, curriculum, classroom start-up furnishings and materials, and health & safety supplies for two additional partners;
- Other: - \$100,000 for minor renovations and repairs, flooring, paint, etc.

After the revision and the projects have been approved by Office of Head Start, CAPK will request to carry over the funds for any projects that cannot be completed by August 31.

Agenda item VI(c)
Early Head Start Child Care Partnership
Budget Revision and Carry Over Request
June 29, 2016
Page 2 of 2

Training & Technical Assistance Funding

As part of the initial 18-month budget period, funds for the purpose of Training & Technical Assistance (T&TA) were awarded in two parts:

- \$16,800 for 3/1/2015 through 2/29/2016 (12 months);
- \$84,000 for 3/1/2016 through 8/31/2016 (6 months).

The Office of Head Start has acknowledged that many grantees have been challenged with expending the large amounts granted, and unexpended T&TA funds may be carried over to the following budget period.

Recommendation:

Staff recommends the Board of Directors approve the Early Head Start Child Care Partnership Budget Revision, including:

- Implementation of a 2% increase for CAPK Early Head Start positions funded by this grant effective 3/1/2016;
- The carryover of unexpended Base and Training & Technical Assistance funds to the 2016-2017 budget period.

Attachment: Early Head Start Child Care Partnership 2015-2016 Budget Revision

**EARLY HEAD START CHILD CARE PARTNERSHIPS
PROGRAM OPERATIONS (BASE) FUNDING
2015-2016 BUDGET REVISION**

BUDGETED EXPENDITURES	2015-2016 BUDGET	2015-2016 BUDGET REVISION	VARIANCE increase (decrease)	Comments
PERSONNEL	108,300	108,305	5	Three Central Admin positions moved to Indirect;
				Additional program support positions partially allocated;
FRINGE BENEFITS	38,300	31,280	(7,020)	Actual costs of benefits are lower than originally budgeted
TRAVEL	0	0	0	
EQUIPMENT	0	150,000	150,000	Funds moved from Contractual for purchase of shade structures and pour & play surfaces for 3 locations
SUPPLIES				
Office Supplies	4,290	6,180	1,890	Funds moved from Contractual for purchase of office supplies for 2 new partners
Child and Family Services Supplies	7,000	62,500	55,500	Funds moved from Contractual for purchase of curriculum, classroom start-ups, and health & safety supplies for 2 new partners
TOTAL SUPPLIES	11,290	68,680	57,390	
CONTRACTUAL				
Administrative Services	6,050	0	(6,050)	Moved to Indirect
Other Contracts	474,400	136,200	(338,200)	Identified savings to be moved to Equipment, Supplies, and Other cost categories
TOTAL CONTRACTUAL	480,450	136,200	(344,250)	
OTHER				
Building Maintenance/Repair		100,000	100,000	Funds moved from Contractual for minor renovations and repairs, flooring, paint, etc.
Utilities, Telephone	3,120	4,365	1,245	Actual costs are higher than initially budgeted
Child Services Consultants	23,380	2,750	(20,630)	Costs are estimated to be less
Parent Services	560	560	0	
Publications/Advertising/Printing	2,500	0	(2,500)	No need at this time
Other	4,100	2,660	(1,440)	Decreased cost of vehicle operating cost
TOTAL OTHER	33,660	110,335	76,675	
INDIRECT	0	67,200	67,200	
TOTAL BUDGETED EXPENDITURES	672,000	672,000	0	

REVENUES	2015-2016 BUDGET	2015-2016 BUDGET REVISION	VARIANCE increase (decrease)	Comments
Early Head Start Program Operations	672,000	672,000	0	
TOTAL REVENUES	672,000	672,000	0	

SUMMARY - 2016-2017

TOTAL REVENUES	672,000
TOTAL BUDGETED EXPENDITURES	672,000
DIFFERENCE	0
ESTIMATED ADMINISTRATIVE COST	6.75%

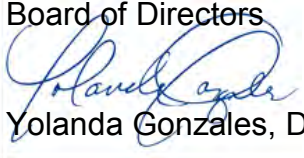
**EARLY HEAD START CHILD CARE PARTNERSHIPS
TRAINING & TECHNICAL ASSISTANCE FUNDING
CARRYOVER TO 2016-2017**

BUDGETED EXPENDITURES

TRAVEL	9,109
SUPPLIES	10,137
OTHER Staff development costs; consultant fees	23,649
INDIRECT	<u>4,290</u>
TOTAL BUDGETED EXPENDITURES	<u>47,185</u>

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Yolanda Gonzales, Director of Head Start / State Child Development
Date: June 29, 2016
Subject: *Agenda Item VI(d): Early Head Start San Joaquin Budget Revision – Action Item*

Recent administrative and program changes have made it necessary for CAPK to submit a budget revision to the Office of Head Start.

Centralized Administrative Costs

Beginning in March 2016, CAPK changed its methodology for charging centralized administration costs to their grants from a Direct Cost Rate to an Indirect Cost Rate. Following the Office of Management and Budget Uniform Administrative Requirements, the agency selected the option of a 10% De Minimis Indirect Cost Rate.

Cost of Living Adjustment

Approval of CAPK's application for a 1.8% Cost of Living Adjustment (COLA), which was approved by the Board last month, is pending from the Office of Head Start. The OHS Regional Office advised that the COLA be included in the budget revision, as it is subject to the 10% Indirect Cost Rate.

With the addition of the COLA funding, the revised budget provides for a 2% increase for all Early Head Start positions.

Change of Scope

When CAPK was first awarded the funding for San Joaquin County, the funded enrollment was based upon the number of children estimated to have been receiving services at the time the grant was relinquished by the former grantee. CAPK found it difficult to provide quality services for that number of infants, toddlers, and pregnant women (364) with the limited funding that was available. OHS Regional Office staff advised that CAPK request to decrease funded enrollment, if necessary, to comply with regulations and retain quality services, and subsequently approved a decrease to 345.

Factors affecting quality include competition with San Joaquin County Office of Education for qualified teachers, and an overabundance of home-based services in the area. To offer competitive rates of pay and the more expensive center based program option is not possible

for services to 345, thus, CAPK proposes to limit its funded enrollment to 271. The reduction will not affect current staffing or services to currently enrolled families.

Recommendation

Staff recommends the Board of Directors approve the Early Head Start San Joaquin Budget Revision, including

- Implementation of a 2% increase applied to the salary schedule for all San Joaquin Early Head Start positions effective 3/1/2016;
- The reduction of funded enrollment to 271 slots.

Attachment: Early Head Start San Joaquin 2016-2017 Budget Revision

COMMUNITY ACTION PARTNERSHIP OF KERN

EARLY HEAD START SAN JOAQUIN
PROGRAM OPERATIONS (BASE) FUNDING
2016-2017 BUDGET REVISION

BUDGETED EXPENDITURES	2016-2017 BUDGET	2016-2017 BUDGET REVISION	VARIANCE increase (decrease)	Comments
PERSONNEL	3,235,450	2,986,639	(248,811)	One Central Admin position moved to Indirect; 14 fewer classroom and home based positions; Additional program support positions partially allocated; Cost of Living Adjustment
FRINGE BENEFITS	754,142	659,378	(94,764)	
TRAVEL	14,940	14,940	0	
EQUIPMENT	0	0	0	
SUPPLIES				
Office Supplies	6,900	6,900	0	
Child and Family Services Supplies	135,125	124,150	(10,975)	Adjusted for decreased number of children
Food Services Supplies	20,000	15,000	(5,000)	Adjusted for decreased number of children
Other Supplies	23,400	23,400	0	
TOTAL SUPPLIES	185,425	169,450	(15,975)	
CONTRACTUAL				
Administrative Services	64,500	15,000	(49,500)	Moved to Indirect
Other Contracts	2,000	2,000	0	
TOTAL CONTRACTUAL	66,500	17,000	(49,500)	
OTHER				
Rent	218,913	240,139	21,226	Actual rent is higher than initially budgeted
Utilities, Telephone	104,640	118,020	13,380	Actual costs are higher than initially budgeted
Building & Child Liability Insurance	16,800	16,800	0	
Building Maintenance/Repair	95,650	102,250	6,600	Actual costs are projected to be higher than initially budgeted
Nutrition Services	106,832	84,134	(22,698)	Adjusted for decreased number of children
Child Services Consultants	27,500	20,000	(7,500)	Adjusted for decreased number of children
Volunteers	3,338	3,338	0	
Parent Services	23,976	16,886	(7,090)	Adjusted for decreased number of children
Publications/Advertising/Printing	4,208	4,068	(140)	Moved to Indirect
Other	49,686	43,668	(6,018)	Moved costs to Indirect: decreased cost of meetings; adjusted mileage reimbursement rate
TOTAL OTHER	651,543	649,303	(2,240)	
INDIRECT	0	499,634	499,634	
TOTAL BUDGETED EXPENDITURES	4,908,000	4,996,344	88,344	

COMMUNITY ACTION PARTNERSHIP OF KERN

**EARLY HEAD START SAN JOAQUIN
PROGRAM OPERATIONS (BASE) FUNDING
2016-2017 BUDGET REVISION**

REVENUES	2015-2016 BUDGET	2016-2017 BUDGET	VARIANCE increase (decrease)
Early Head Start Program Operations	4,908,000	4,908,000	0
Early Head Start Cost of Living Adjustment	0	88,344	88,344
TOTAL REVENUES	4,908,000	4,996,344	88,344

Comments

Revision incorporates recent Cost of Living Adjustment of 1.8%

SUMMARY - 2016-2017

TOTAL REVENUES	4,996,344
TOTAL BUDGETED EXPENDITURES	4,996,344
DIFFERENCE	0

ESTIMATED ADMINISTRATIVE COST

11.72%

Community Action Partnership of Kern Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: Improving Community Access to Technology

Division Director: Carmen Segovia

Funder Name: Cy Pres Settlement Fund

Program Manager: Whitney Hughes

Grant Program Name: East Kern Family Resource Center

☒ **New Funding**
☐ **Re-Application**

Funding Period: 1/1/2017 – 12/31/2018

A. Narrative description of funding request, including goals:

CAPK is requesting approximately \$50,000 from the cathode ray tubes (CRT) settlement fund, administered through Cy Pres, to improve access to technology for residents of Mojave and East Kern County by providing two computers, internet access, and copy/fax services at the East Kern Family Resource Center (EKFCR). Most county services that assist the poor are physically located in Bakersfield, over 60 miles away. People in small rural communities rely on internet to access needed services and look for employment. However, Mojave has very limited internet access and public computer access with only one public computer access site located at the Mojave Branch Kern County Library and computer access for job search and related activities at the America's Job Center. The addition of two computers and internet access at the EKFCR will help approximately 100 low-income East Kern County residents make timely connections with needed services and receive basic computer skills training as needed. Also, EKFCR will increase its capacity to provide photocopying services to approximately 2,000 copies per month for items such as legal documents, birth certificates, Social Security cards, and immigration status information needed to receive public assistance.

B. Use of Funds:

The requested funds will be used to purchase computers, internet service for two years, photocopier supplies and maintenance, privacy panels with hardware and installation, and to cover the personnel costs for a part-time person to assist people with using the computers, collect data, and track the public's use of the services.

C. Approvals:

1. _____
Division Director Date

3. _____
Director of Finance Date

2.  6-23-16
Director of Community Development Date

4.  6/24/16
Executive Director Date

D. Board:

☐ Policy Council
Date: _____

☐ PRE Presentation
Date: _____

☐ B&F Approval
Date: _____

☐ Board Approval
Date: _____

RESOLUTION # 2016-11

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of a Funding Application For the East Kern Family Resource Center

The Board of Directors of the Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on June 29, 2016 in Bakersfield, California at a scheduled Board meeting and resolved as follows:

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

WHEREAS, the East Kern Family Resource Center is requesting fund from the Cy Press Settlement Fund, and

WHEREAS, the funds will be used to improve access to technology for residents of Mojave and East Kern County, and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the submission of the application and the proposed program project, and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Executive Director to act on behalf of the Board as CAPK's representative signatory with regards to the submission of the application, and any subsequent amendments during the agreement period, if awarded.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 29th day of June, 2016.

Garth Corrigan, Chair
Partnership Board of Directors

Date

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Romala Ramkissoo, Director of Community Services

Date: June 29, 2016

Subject: *Agenda Item VI(f):* Update on Energy Program Restructuring and Internal Controls Improvement – Info Item

CAPK's Energy program operates a number of contracts in any fiscal year. During the 2015/16 fiscal year the following contracts were open with a total value of \$17,310,351.

1. 2015 LIHEAP - 1/1/15 – 9/30/2016
2. 2015 DOE - 9/1/2015 – 6/30/2016
3. 2015 LIWP - 1/1/2015 – 12/31/2016
4. 2016 LIHEAP - 1/1/2016 – 1/31/2017

The total number of homes to be weatherized under these contracts is projected at 2,000 homes. The program has contracts with approved inventory vendors and also has a warehouse with inventory sufficient to meet the needs of the weatherization program.

In March/April of 2015, during the normal close out of the Agency's fiscal year, significant discrepancies were identified with the Energy inventory. Each year a physical count of the inventory as at February 28 (end of fiscal year) is completed and the value reconciled to the General Ledger. During this internal process, the GL was determined to be greater than the value of the physical count by about \$91,000. Our Human Resource division immediately conducted an investigation and no evidence of fraud or theft was discovered. CAPK's procurement policies and procedures were also reviewed and considered to be adequate meaning no weaknesses were found with this process. A thorough review of the program's inventory policies and procedures was completed and several major weaknesses were identified with the inventory process which included:

- Inadequate monitoring and supervision of staff responsible for managing the inventory
- Inadequate controls for the check-in/check-out of material
- Inadequate organization of the warehouse

In response to these weaknesses several important changes were made including:

- A significant reorganization of Energy Program administrative staff
- Major revisions to the program's internal controls, particularly relating to inventory policies and procedures
- An annual audit of the Energy inventory count by CAPK's external auditors. Energy inventory has not been included in the past audits since the value is not considered significant for audit purposes.

By December 2015, all revisions to the internal controls had been implemented and since that time staff have been monitoring and revising, when necessary, the revised policies and procedures. The final step in our inventory overhaul is to conduct an Internal Audit of the new inventory procedures. The Executive Director has directed Chris Anami, Director of Finance to conduct an independent analysis of our program procedures and internal controls. This audit is expected to begin on June 27th. Any costs that arise from the inventory control issue will not be applied to any state or federal contracts since these costs are not considered allowable costs. Any costs will be charged against unrestricted, non-grant revenue such as that earned by our ongoing water Tank Installation Program or the new Solar PV program.

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Emilio G. Wagner, Director of Operations

Date: June 29, 2016

Subject: *Agenda Item VI(g):* Resolution Approving the City and County CDBG Funded Project Agreement to Install a Rooftop Solar Photovoltaic System at the CAPK Food Bank – Action Item

Background:

As the Board is aware CAPK was awarded \$249,000 in Community Development Block Grant (CDBG) funds through the City of Bakersfield and County of Kern to design and build a photovoltaic solar panel array on the roof of the Food Bank. In addition to the CDBG funds, the Bakersfield Californian Foundation has donated \$100,000 providing a total project budget of \$349,000.

Current Events:

The City and the County have been working together on a joint agreement, which is attached in its draft form, to identify all federal and local requirements tied to the funding that CAPK must comply with. In addition to the agreement 'Schedule A' provides the project parameters with a basic schedule beginning with City and County approval of the agreement to a recorded Notice of Completion. The schedule has a duration of 44 weeks, but staff are confident that certain milestones may be accelerated and will continue to identify any other efficiencies.

CAPK will move forward with a "Design Build" project delivery method and seek a contractor that is well qualified and will offer a solar system that will substantially reduce the electricity costs at the Food Bank.

At this point both the City and the County must submit the draft agreement to their respective legal counsel for review and are expected to have City Council and County Board of Supervisors approval of the agreement by early August.

Staff has reviewed the agreement and agrees with the form and substance of the agreement. The City and the County require CAPK Board approval to authorize the Executive Director to execute the agreement.

Agenda Item VI(g)
Resolution Approving the City and County CDBG
Funded Project Agreement to Install a Rooftop Solar
Photovoltaic System at the CAPK Food Bank
June 29, 2016
Page 2 of 2

Recommendation:

Staff recommends the Board of Directors approves the resolution approving the agreement and authorizing Executive Director, Jeremy Tobias, to execute the City and County CDBG Funded Solar Improvement Project Agreement.

Attachments: Food Bank Solar Improvements Project Agreement - Draft
 Schedule A - Draft
 2016-10 Resolution for CDBG Agreement

AGREEMENT NO. _____
COMMUNITY ACTION PARTNERSHIP OF KERN
FOOD BANK SOLAR IMPROVEMENTS PROJECT
County#
City#

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

R E C I T A L S

WHEREAS, the Congress of the United States has enacted Title I of the Housing and Community Development Act of 1974, and amendments (the "Act"). The Act provides for Community Development Block Grants for eligible activities; and

WHEREAS, CITY and COUNTY have submitted required documents to the Department of Housing and Urban Development ("HUD") for receipt of a Community Development Block Grant ("Grant") pursuant to the Act; and

WHEREAS, California Government Code Section 53703 authorizes cities to participate in federally-funded health, welfare, public works, and community-improvement programs, and empowers cities to contract with public and private agencies; and

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

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

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

WHEREAS, HUD requires CITY and COUNTY to provide an annual report which identifies the level of progress and accomplishments in meeting HUD's goals; and

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

1. NATIONAL OBJECTIVES. CORPORATION certifies that the Project carried out with funds provided under this Agreement will meet the CDBG program's National Objective -- 1) principally benefit low/moderate income persons as defined in 24 CFR Part 570.201(c)(3).

2. DEFINITIONS. Except as modified by the "Grant Agreement," to be entered into by CITY, CORPORATION, and HUD, any term defined in Title I of the Act, or the HUD Grant Fund Regulations at 24 CFR 570, shall have the same meaning in this Agreement.

2.1. "Program" means COUNTY's and CITY's respective Community Development Programs, including the administration thereof, with respect to the terms of the HUD Grant to COUNTY and CITY.

2.2. "Fiscal Year" means a twelve-month period between July 1 and June 30 to coincide with the CITY's budget year.

3. GRANT. COUNTY and CITY shall reimburse CORPORATION, or its designee(s), through progress payments for Activity costs incurred pursuant to this Agreement upon CORPORATION making satisfactory progress, as determined solely by COUNTY and CITY, towards the completion of the Activity detailed in the attached Schedule " A "; provided, however, that the total amount made available by COUNTY through this Agreement and payable to CORPORATION, or its designee(s), shall not exceed ONE HUNDRED SEVENTEEN THOUSAND NO/100 DOLLARS (\$117,000), and the total amount made available by CITY through this Agreement and payable to CORPORATION, or its designee(s), shall not exceed ONE HUNDRED THIRTY TWO THOUSAND AND NO/100 DOLLARS (\$132,000). Unless PARTIES otherwise expressly agree in writing, CORPORATION agrees to accept sole responsibility for all costs related to this Activity in excess of the TWO HUNDRED FORTY NINE THOUSAND NO/100 DOLLARS (\$249,000) total made available by COUNTY and CITY pursuant to this Agreement.

3.1. Reimbursement of Funds. COUNTY's and CITY's duty to pay CORPORATION is expressly contingent on COUNTY's and CITY's receipt and continued use of Grant funds from the federal government allocated for this Activity. In the event such funds are not received by either COUNTY or CITY, or are reallocated by HUD after receipt and prior to completion of the Grant

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

3.1.1. CORPORATION shall conform to the "time frame" as set forth in **Schedule "A,"** attached hereto and incorporated herein by reference. CORPORATION shall pay for any and all costs greater than TWO HUNDRED FORTY NINE THOUSAND NO/100 DOLLARS (\$249,000).

3.2. Scope Of Grant. The scope of grant is set forth in **Schedule "A"** which is attached hereto and incorporated herein by reference as if set forth in full.

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

3.4. Method of Payment. Payments shall be made to CORPORATION, or its designee(s), upon CORPORATION's submittal to COUNTY and CITY of a monthly certified claim executed by a properly designated official of CORPORATION indicating the percentage of the Activity that has been completed. Claims shall include documentation which demonstrates compliance with labor standards and requirements connected with the certified claim. Said certified claims shall be itemized and properly documented to clearly show the items, tasks or services for which reimbursement is being claimed and the basis for cost computation whether by cost per hour, cost per weight, cost per task or other measurement as agreed by and between PARTIES, as more fully described in the attached Schedule " A ". CITY and/or COUNTY may review the claim for completeness and accuracy, and may refuse to pay any claim until explained to CITY's satisfaction.

3.5. Term. The term of this Agreement shall begin upon execution of this agreement by all parties and end 12 month following execution of this agreement.

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

4.1. Laws and Regulations

4.1.1. Federal. CORPORATION shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant to the Act, terms of the Grant to CITY and COUNTY now or hereafter in effect, and CITY's and COUNTY's regulations now or hereafter enacted to facilitate administration of the Grant, or any other statute, regulation, or guideline applicable to the Program. CORPORATION shall become familiar with the appropriate statutes, regulations, and guidelines governing the Grant program.

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

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

4.1.4. Indemnification. CORPORATION shall indemnify, defend, and hold harmless CITY and COUNTY, its officers, agents, and employees and HUD against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by CORPORATION, CORPORATION's employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this AGREEMENT whether or not caused in part by a party indemnified hereunder, except for CITY's and COUNTY's sole active negligence or willful misconduct.

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

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

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

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

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

4.1.5.2.2. Provide products and completed operations coverage.

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

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

4.1.5.3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall contain a waiver of subrogation in favor of CITY, its mayor, council, COUNTY, its board, officers, agents, employees and designated volunteers.

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

4.1.5.5. Except for workers' compensation, insurance is to be placed with insurers with a Bests' rating as approved by CITY's and COUNTY's Risk Manager, but in no event less than A:-VII. Any deductibles, self-insurance

retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Bests' A-:VII, must be declared prior to execution of this Agreement and approved by CITY and COUNTY in writing.

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

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

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

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

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

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

5. ADMINISTRATIVE REQUIREMENTS.

5.1. Financial Management.

5.1.1. Accounting Standards. CORPORATION agrees to comply with 24 CFR Part 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

5.1.2. Cost Principles. CORPORATION shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations."

5.1.3. Documentation and Record Keeping.

5.1.3.1. Records to be Maintained. CORPORATION shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

5.1.3.1.1. Records providing a full description of each activity undertaken;

5.1.3.1.2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

5.1.3.1.3. Records required to determine the eligibility of activities;

5.1.3.1.4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with Grant assistance;

5.1.3.1.5. Records documenting compliance with the fair housing and equal opportunity components of the Grant program;

5.1.3.1.6. Financial records as required by 24 CFR Part 570.502, and 24 CFR Part 84;

5.1.3.1.7. Other records necessary to document compliance with Subpart K of 24 CFR 570.

5.1.3.2. Retention. CORPORATION shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of the Future Use Restriction Period under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits,

negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

5.1.3.3. Client Data. CORPORATION shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. CORPORATION shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY and COUNTY or its designees for review on a quarterly basis using the attached Activity Beneficiary Report or alternative form approved by CITY and COUNTY (Appendix A).

5.1.3.4. Property Records. CORPORATION shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement.

5.1.3.4.1. CORPORATION shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.503(b)(8) as applicable.

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

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

concerning subrecipient audits and, as applicable, OMB Circular A-133, "Single Audit".

5.2. Reports and Payment Procedures.

5.2.1. Program Income. CORPORATION shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by CORPORATION shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, CORPORATION may use such income during the Agreement period for activities permitted under this and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to CITY and/or COUNTY at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to CITY and/or COUNTY.

5.2.2. Indirect Costs. If indirect costs are charged, CORPORATION will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY and/or COUNTY for approval, in a form specified by CITY.

5.2.3. Progress Reports. CORPORATION shall submit quarterly Progress Reports to CITY in the form, content and frequency as required by CITY and COUNTY.

5.3. Personnel and Participant Conditions

5.3.1. Non-discrimination Requirements. Under any related agreements or contracts, CORPORATION shall provide that no person, on the grounds of race, color, national origin, religion, sex or physical handicap, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with CDBG Program funds. In addition, CDBG Program funds must be made available in accordance with the following:

5.3.1.1. The requirements of the Fair Housing Act and implementing regulations at 24 CFR 100.

5.3.1.2. Executive Order 11063 (Equal Opportunity in Housing).

5.3.1.3. Title VI of the Civil Rights Act of 1964 (Public Law 88-352) and Title VIII of the Civil Rights Act of 1968 (Public Law 90-284 nondiscrimination and fair housing on federally assisted programs).

5.3.2. Rehabilitation Act of 1973 and Americans with Disabilities Act.

This Agreement is subject to the provisions of Section 503 and 504 of the Rehabilitation Act of 1973 (Public Law 930112), 29 USC 706, and attendant regulations at 24 CFR, Part 8, which provide that no otherwise qualified, disabled individual shall, solely by reason of his disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance. This Agreement is also subject to the Americans with Disabilities Act of 1990 (Public Law 101-336), as amended, 42 USC 12101, et. seq.

5.3.3. Non-discrimination Because of Age. This Agreement is subject to the Age Discrimination Act of 1975, as amended, (Title III of Public Law 94-135) and attendant Code of Federal Regulations at 48 CFR, Part 22, Subpart 22.9. That Act sets forth that, except as otherwise provided, no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

5.3.4. Equal Employment Opportunity (Non-discrimination Clause). CORPORATION shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. CORPORATION shall take affirmative action to insure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CORPORATION shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY, COUNTY or HUD setting forth the provisions of this nondiscrimination clause. CORPORATION shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation.

5.3.5. Women- and Minority-Owned Business Enterprises. CORPORATION agrees to abide by the requirements of Executive Orders 11625, 12432 and 12138, the HUD regulations issued pursuant thereto at 41 CFR Part 24, 41 CFR Subpart 1-1.13, and any applicable rules and orders of HUD. The foregoing require the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to contractors performing work, or rendering services as prime contractors or subcontractors, under federally-funded procurement contracts.

5.3.6. Affirmative Action for the Vietnam-Era Veterans.

CORPORATION shall comply with 48 CFR, Chapter 1, Subpart 22.13 and shall take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam Era without discrimination based on disability or veteran's status in all employment practices such as employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.3.7. Small Business Concerns.

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

5.3.7.1. CORPORATION shall implement the specific small-business policies herein below to further the goals of the Small Business Act:

5.3.8. Equitable Opportunity.

CORPORATION shall give small businesses an equitable opportunity to compete for prime contracts and subcontracts. CORPORATION shall include the applicable "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" clause in all contracts in connection with this Activity in amounts which may exceed \$10,000 except;

5.3.8.1. Contracts which are to be performed entirely outside the United States; and

5.3.8.2. Contracts for personal services.

5.3.8.3. Bidder mailing lists shall include established and potential qualified small-business concerns;

5.3.8.4. CORPORATION shall send invitations for bids, or request for proposals, to all firms on the appropriate mailing list which shall include an appropriate number of small businesses;

5.3.8.5. CORPORATION shall publicize proposed procurement and contract awards in accordance with these policies;

5.3.8.6. CORPORATION shall divide procurement of property and services into reasonably small lots (not less than economic production runs) to permit bidding on quantities less than the total requirements;

5.3.8.7. CORPORATION shall allow the maximum amount of time practical for preparation and submission of bid and proposals;

5.3.8.8. CORPORATION shall establish realistic delivery schedules to encourage small business participation;

5.3.8.9. CORPORATION shall furnish applicable specifications, plans, and drawings with invitations for bids and request for proposals or information as to locations where they may be obtained, or examined;

5.3.8.10. CORPORATION shall treat equal low bids in accordance with 48 CFR Subpart 14.408-1;

5.3.8.11. CORPORATION shall encourage subcontracting to enroll small businesses.

5.3.8.12. CORPORATION shall place small purchases (amounts under \$25,000) with small businesses whenever appropriate;

5.3.8.13. CORPORATION shall refer small businesses seeking federal contracts, but lacking qualifications as contractors, to CITY and COUNTY and the Small Business Administration for assistance as may be appropriate;

5.3.8.14. CORPORATION shall refer offers from small business concerns otherwise qualified, to perform specific federal contracts but ineligible under Walsh-Healey Public Contract Acts, to City and COUNTY and Small Business Administration for possible certification of eligibility to receive and perform the contract;

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

5.3.8.16. The Small Business Administration may certify a small business, otherwise qualified to receive and perform specific federal contracts but determined to be non-responsible, to be competent under the provisions of the Small Business Act.

5.3.9. Federal Labor Standards Provisions. CORPORATION shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a5; 40 U.S.C. 327 and 40 U.S.C. 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. CORPORATION shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY and COUNTY for review upon request.

5.3.9.1. Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, CORPORATION, and all contractors engaged under contracts in excess of \$2,000 for the construction, alteration, and/or repair of any building or work financed in whole or in part with Federal funds provided under this Agreement, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR parts 3, 5, and 5.5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve CORPORATION of its obligation, if any, to require payment of higher rates. CORPORATION shall cause or require to be inserted in full, in all such contracts subject to such regulations, the clause, or any modification thereof, set out in 29 CFR parts 3, 5, and 5.5a. CORPORATION shall comply with the procedures set out in the HUD handbook 1344.1, "Federal Labor Standards Compliance in Housing and Community Development Programs" (as amended).

5.3.9.2. CORPORATION shall make no awards of contracts under this Agreement to any contractor ineligible under any applicable regulations of the Department of Labor.

5.3.10. Use of Grant Funds for Religious Purpose. CORPORATION shall permit no CDBG funds to be expended for the design, construction, operation, or maintenance of any facility to be used for sectarian instruction or as a place for religious worship, except in situations where such use is incidental and does not favor one religious group over another, as further described at 24 CFR 576.22.

5.3.11. Prohibited Interest of Officials and Employees. No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from it. No member, officer or employee of CORPORATION, or its designees or agents, no member of CITY's Council or County Board of

Supervisors, or any other public official who exercises any functions or responsibilities with respect to the CDBG Program during their tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Agreement and the requirements of Executive Order 11246 and the regulations issued under the Order at 41 CFR 60 .

5.3.12. Political Activity. CORPORATION shall expend no Grant funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

5.3.13. Lobbying. CORPORATION certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of CORPORATION, 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.

5.3.13.1. If funds, other than Federally-appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Lobbying, **Exhibit "B"** attached hereto.

5.3.14. Drug-Free Workplace Act of 1988. CORPORATION, in executing this, certifies that it and any of its agents or subcontractors will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F. CORPORATION shall complete and submit, in accordance with its instruction, Certification Regarding Drug Free Workplace, **Exhibit "C"** attached hereto.

5.4. Environmental Conditions.

5.4.1. Environmental Considerations. CITY, COUNTY and CORPORATION want to assure that the policies of the National Environmental Policy Act of 1969 (NEPA), as amended, and the California Environmental Quality Act of 1970 (CEQA), as amended, are most effectively implemented, CITY shall comply with HUD Environmental Review Procedures (24 CFR Part 58) leading to certification of release of funds for particular projects, and the CEQA

review procedures (Title 14, Section 15000 et. seq. of the California Administrative Code) in connection with this Project as rapidly as possible. Project delay occasioned by delay in obtaining HUD approval or in the CEQA review procedures shall extend the estimated work completion time frame.

5.4.2. Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., Executive Order 11738, dated September 10, 1973, and the regulations of the Environmental Protection Agency at 40 CFR Part 15, as amended.

5.4.2.1. CORPORATION shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt (exceed \$100,000, or involve a facility the subject of a conviction under the Clean Air Act, or the Federal Waste Pollution Control Act, and listed by the Environmental Protection Agency, or not otherwise exempt) transaction, the clause set out in 48 CFR 52.223-2.

5.4.2.2. CORPORATION shall also cause or require to be inserted in full, the certification set forth in 48 CFR 52.223-1, in each solicitation and resulting contract and contracts it awards without a solicitation.

5.4.2.3. CORPORATION shall not use any funds under this Agreement for a facility which has a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

5.4.3. Relocation Assistance and Acquisition Policies. This Agreement is subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601), and the HUD implementing regulations.

5.4.4. Architectural Barriers Act of 1968. This Agreement is subject to the requirements of the Architectural Barriers Act of 1968, as amended (42 USC 4151, et. seq.) and its regulations (41 CFR Subpart 101-19.6).

5.4.5. Historic Preservation. CORPORATION shall take into account the effect of the Project on any corporation, site, building, structure or object listed in or found by the Secretary of Interior, pursuant to 36 CFR 800, to be eligible for inclusion by the National Park Service. CORPORATION shall eliminate or minimize any adverse impact on a historic property. Activities affecting such properties must comply with Section 106 of the National Historic Preservation Act of 1966 (16 USC 470f), P.L. 89-665, Executive Order 11593, May 13, 1971, the Preservation of Archaeological and Historical Data Act of 1960 (16 USC 469a-1,

et. seq.), the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), and their implementing regulations.

6. CITY's and COUNTY's OBLIGATIONS.

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

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

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

8. MISCELLANEOUS.

8.1. No Waiver of Default. The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

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

8.3. Merger and Modification. All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced

in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by CITY Council and County Board of Supervisors signed by all the parties.

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

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

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

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

If directed to COUNTY, addressed to:

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

If directed to CITY, addressed to:

City Clerk
City of Bakersfield
1600 Truxtun Ave.
Bakersfield, CA 93301

If directed to CORPORATION, addressed to:

Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

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

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

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

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

8.12. Tax Numbers.

"CORPORATION's" Federal Tax Identification No. _____.

"CORPORATION" is a corporation? Yes _____ No _____.

(Please check one.)

(the remainder of this page intentionally left blank)

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

APPROVED AS TO CONTENT:

CITY OF BAKERSFIELD

By: _____

HARVEY L. HALL

Mayor

"CITY"

By: _____

DOUGLAS N. MC ISAAC

Community Development Director

"CITY"

COUNTY OF KERN

By: _____

MICK GLEASON

Chairman of the Board

"COUNTY"

By: _____

LORELEI OVIATT, AICP

Director of Planning and
Community Development

"COUNTY"

COMMUNITY ACTION PARTNERSHIP OF KERN

By: _____

JEREMY TOBIAS

Executive Director

APPROVED AS TO FORM:

Office of County Council

By: _____

NAME

Title of Director

VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

COUNTERSIGNED:

By: _____
NELSON K. SMITH
Finance Director

Title

Community Action Partnership of Kern (CAPK) Solar Improvements Project
(County of Kern CD Activity #7.15.1)

Project Purpose

The purpose of the Project is to install solar energy improvements to the existing roof of the CAPK Food Bank. The project will generate energy resulting in significant savings to the Food Bank's Operating Budget. The savings will be reinvested into the operation of the Food Bank, including food, fuel for transport, and man power costs. A greater investment in the provision of food and delivery of services to food bank clients will improve their quality of life, and by extension, the quality of the entire community.

Project Description

The Project consists of the installation of solar panels on the existing roof of the CAPK Food Bank located at 1807 Feliz Drive, Bakersfield (APN 167-060-35). Improvements will be constructed through grant funds from both the City of Bakersfield (CITY) and the County of Kern (COUNTY) and additional funds to be provided by the assisted non-profit. The proposed roof mounted solar panel system may include: solar modules, an inverter, electric service panel, wiring, and conduit. Work may also include electrical/structural upgrades and other related improvements.

Activity Description

The Activity consists of the installation of Project Improvements, described in the "Project Description" above, and as more fully described in the "Detailed Cost Estimate" below. Upon completion of the Grant funded improvements, CAPK, a non-profit corporation, (hereinafter NONPROFIT) will be responsible for the continued on-going operation and maintenance of the facility improvements.

Activity Cost Estimate

The total amount of grant funds committed to the Activity is ONE HUNDRED THIRTY TWO THOUSAND DOLLARS (\$132,000) by the CITY and ONE HUNDRED SEVENTEEN THOUSAND DOLLARS (\$117,000) by the COUNTY for a total of TWO HUNDRED FORTY NINE THOUSAND DOLLARS (\$249,000). NONPROFIT accepts responsibility for all costs related to this Activity in excess of the TWO HUNDRED FORTY NINE THOUSAND DOLLARS (\$249,000) made available by the CITY and COUNTY pursuant to this joint Agreement. Individual line items within the following detailed cost estimate may be revised by authority of the CITY Community Development Director and the COUNTY's Planning Director, provided that the total amount of grant funds committed does not exceed TWO HUNDRED FORTY NINE THOUSAND DOLLARS (\$249,000).

NONPROFIT shall be solely responsible for the design, preparation of specific documents and plans, advertisement, hiring of contractors, construction engineering and inspection, contract administration, and HUD compliance monitoring. NONPROFIT shall implement the Project.

Detailed Cost Estimate

Description of Item	CITY CDBG Funds	COUNTY CDBG Funds	CAPK Non- Profit Funds	TOTAL
Solar Modules, Inverter, Electrical Service Panel, Wiring, Conduit, Design, Permitting	\$102,142	\$102,142		\$204,284
Electrical/Structural Upgrades	\$ 5,107	\$ 5,107		\$ 10,214
Advertisement			\$10,000	\$ 10,000
Contract Administration/HUD Monitoring			\$11,000	\$ 11,000
Contingency	\$ 11,699	\$ 9,751		\$ 21,450
Escalation	\$ 13,052			\$ 13,052
Total Activity Cost	\$132,000	\$117,000	\$21,000	\$270,000

Impact

According to 24CFR Part 570, Subpart C Section 570.208(a)(2)(B), a project can meet a National Objective if it can be demonstrated that at least 51% of the Clientele served are persons whose family income does not exceed the low and moderate income limit established by HUD. The beneficiaries of the proposed site improvements will be the low/moderate income families and individuals who receive commodities from the food bank. To assure that at least 51% are from families whose income does not exceed the low and moderate income limit, the CITY and/or COUNTY will require periodic information from NONPROFIT on family size, income, race and ethnicity of commodity recipients.

Anticipated Implementation Schedule

It is agreed upon between CITY/COUNTY and NONPROFIT that time is of the essence in the implementation of the Project described in this Agreement. NONPROFIT shall implement the Project in an expeditious manner and otherwise conform to the following time schedule.

Cumulative time from date of execution by the City Council/Board of Supervisors:

- a. City Council/Board of Supervisors executes the Agreement..... Week 1
- b. NONPROFIT submit to CITY/COUNTY Insurance Certification Forms.....Week 2
- c. NONPROFIT shall submit design/build Request for Proposal to CITY/COUNTY for review.....Week 2
- d. NONPROFIT to begin design/build bid advertising.....Week 5
- e. Design/build Bid opening.....Week 10
- f. NONPROFIT awards design/build contract.....Week 14
- g. ENGINEER to complete project related design/build work.....Week 20
- h. CITY/COUNTY receives design/build plans and specs for review and approval.....Week 23
- i. CITY/COUNTY completes design/specifications review and approval.....Week 26
- j. Contractor revises design/specifications per CITY/COUNTY comments.....Week 28
- k. CITY/COUNTY completes final design/specifications review and approval....Week 30

l. Construction begins.....	Week 34
m. Completion of Construction.....	Week 40
n. Notice of Completion filed.....	Week 44

Environmental Clearance/Mitigation Measures

National Environmental Policy Act

For purposes of Project implementation and environmental monitoring The COUNTY/CITY have agreed that the City of Bakersfield is considered the Lead Agency and the County a cooperative agency since the project is within the jurisdiction of the CITY. On July 27, 2015, the Project was determined to be Categorical Excluded converts to exempt per 24CFR 58.34(a)(12) by the CITY.

The COUNTY published an advertisement to notify the public of the agency's environmental determination and the Intent to Request Release of Funds in accordance with the timeframes required by 24 CFR 58.45. On April 26, 2016, the Board of Supervisors authorized County Staff to submit the environmental certification and Request for Release of Funds (RROF) to HUD. HUD issued the COUNTY an environmental clearance under the Authority to Use Grant Funds (AUGF) effective May 21, 2016 and a copy of the COUNTY's AUGF is included within the County's Project ERR.

The following mitigation measures and conditions are to be incorporated in the Project Plans and Specifications as required pursuant to the completed "Worksheet A". The NONPROFIT beneficiary and contractor(s) shall be responsible for compliance with these conditions and the NONPROFIT shall notify the CITY of any subsequent changes to the scope of the project or any change in the environmental conditions in accordance with 24 CFR 58.71(b). The CITY shall notify the COUNTY if any subsequent project modification proposed may affect the environmental clearance. Project related monitoring shall be completed by the lead agency for the Project (CITY).

1. Prior to the issuance of any building permits: The project falls within Zone C of the Kern County Airport Land Use Compatibility Plan (ALUCP) and is within the flight pattern for the Bakersfield Municipal Airport. The project proponent must submit an "Obstruction Evaluation/Airport Airspace Analysis" request (also known as the "7460" process) with the Federal Aviation Administration (FAA) to review the project for impacts to glare. Any recommendations or other project modifications from the permit process are incorporated as mitigation for the project by reference and shall be complied with during the construction and implementation of the project.
2. Dust and debris and other source operation emissions that may be generated during construction of the proposed CAPK Food Bank Solar Improvements shall be addressed in accordance with the standards established by the San Joaquin Valley Unified Air Pollution District. (Regulation VIII, Rule 8011-8081 pertaining to construction and demolition activities for the control of Fugitive Dust of fine particulate matter and Rule 4102 – Nuisance of air emissions.) Additional rules that may also apply to the Project include:

Rule 4102 – Nuisance of air emissions, and Rule 4641 – Cutback, Slow Cure, and Emulsified Asphalt, Paving, and Maintenance Operation.

3. Prior to the issuance of any building permit: The applicant shall demonstrate per available records that MBHCP mitigation fees have been previously paid for development of the project site. It is noted that previous activities conducted onsite, which include the development/construction of the CAPK facility, required the payment of HCP fees as a condition of the original development. However, if no record or other evidence of payment can be found, a development fee shall be collected and utilized for the acquisition and management of lands which support the species recovery plans outlined in the MBHCP.
4. During the implementation of the project: If any archeological, paleontological, historical, or cultural resources are discovered during construction, all work shall halt in the area of the find and County of Kern shall provide a qualified cultural resources specialist to evaluate the findings and make appropriate mitigation recommendations in consultation with the State Historic Preservation Officer or SHPO. Prior to any remobilization in the area of the find, the County will notify the contractor of the satisfactory completion of this requirement.

California Environmental Quality Act (CEQA)

A Categorical Exemption was approved and a Notice of Exemption has been entered into the Environmental Review Record (ERR) on August 20, 2015 by the City of Bakersfield. The County of Kern completed a CEQA exemption for the project on April 15, 2016. The Project is considered a Class 1 Categorical Exemption and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines. All documentation pertaining to the CEQA clearance has been entered into the ERR.

I:\PLANNING\Golden\Environmental Reviews\2015-16\7.15.1 CAPK Solar Imp\Schedule A d2_designbuild.docx

RESOLUTION # 2016-10

**A Resolution of the Board of Directors
of the Community Action Partnership of Kern
Approving the submission of the Community Development Block
Grant (CDBG) through City of Bakersfield and County of Kern**

The Board of Directors of the Community Action Partnership of Kern located at 5005 Business Park North, Bakersfield, CA 93309, met on June 29, 2016 in Bakersfield, California at a scheduled Board meeting and resolved as follows:

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

WHEREAS, the City of Bakersfield and the County of Kern has awarded CDBG funds for the Solar project at the CAPK Food Bank, and

WHEREAS, the City of Bakersfield and the County of Kern have entered into a joint agreement to identify all federal and local requirements tied to the funding that CAPK must comply with, and

WHEREAS, the City of Bakersfield and the County of Kern requires that an authorized signatory be named for the awarded funds for the CDBG agreement, and

WHEREAS, the CAPK Board of Directors has determined that there is a need for anti-poverty programs and is willing to accept the aforementioned agreement, and

NOW, THEREFORE, be it resolved that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Executive Director to act on behalf of the Board as CAPK's representative signatory with regards to the CDBG agreement, and any subsequent amendments during the agreement period.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 29th day of June, 2016.

Garth Corrigan, Chair
Partnership Board of Directors

Date

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Margaret L. Palmer, Business Manager

Date: June 29, 2016

Subject: *Agenda Item VI(h):* Approval of Current Vendor Contract Amendments to Include Aggregate Amounts Over \$200,000 – Action Item

As part of the efforts of Business Services and CAPK as a whole to comply with the procurement requirements set out by OMB in 2 CFR 200, as well as CAPK's internal approval requirements, it has been determined that including "not to exceed" amounts in each of the vendor contracts entered into by CAPK is a best practice to ensure that appropriate prior approval is obtained.

All new contracts prepared, reviewed and executed now contain a "not to exceed" aggregate amount for the term of the contract; however, there are existing contracts that previously did not contain such provisions and some of those contracts will exceed of \$200,000 over the term of the contract and, therefore, require Board of Director approval.

Amendments to the following contracts have been prepared in order to follow this best practice with regard to current CAPK contracts:

Vendor	Start Date	Termination Date	Proposed Aggregate Amount	Department
Alpha Wholesale Produce	11/1/13	10/31/16	\$353,500	Central Kitchen
AM Conservation Group	11/1/15	10/31/18	\$210,000	Energy
Producer's Dairy Food, Inc.	11/1/13	10/31/16	\$310,000	Central Kitchen
SupplyWorks	11/1/13	10/31/16	\$670,000	Multiple Departments
Sysco Food Service	11/1/13	10/31/16	\$1,601,000	Central Kitchen
Westland Distributing Inc.	11/1/15	10/31/18	\$250,000	Energy

As reported previously, in addition to safeguards initiated by the Division Directors, Business Services is monitoring the aggregate vendor balances to ensure that amounts spent do not exceed aggregates approved by the Board of Directors.

Agenda Item VI(h)
Approval of Current Vendor Contract Amendments
To Include Aggregate Amounts Over \$200,000
June 29, 2016
Page 2 of 2

Recommendation:

Staff recommends the Board of Directors approve the Proposed Aggregate Purchase Amounts over the remaining term of the contracts for these six (6) vendors and authorize the Executive Director to execute such Amendments.

Attachment: Amendments to Six (6) Vendor Contracts



AMENDMENT I TO PREFERRED VENDOR AGREEMENT

This is an Amendment to the Preferred Vendor Agreement (the "Agreement") dated November 1, 2013, by and between: Alpha Wholesale Produce, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment will be July 1, 2016.

The section of the Agreement entitled "Quantities/Minimums," reads as follows:

QUANTITIES/MINIMUMS. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery.

This section of the Agreement is revised to read as follows:

QUANTITIES/MINIMUMS/MAXIMUM. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery. The aggregate amount of purchases (the maximum sum of all orders) from Vendor shall not exceed **\$353,500.00** for the period of the Agreement.

All other terms of the original Agreement remain binding except where they contradict this Amendment, which shall prevail.

VENDOR: **ALPHA WHOLESALE PRODUCE, INC.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signature: _____

Date: _____

Jeremy T. Tobias, Executive Director

CAPK Staff INITIALS			



AMENDMENT II TO CONTRACT FOR GOODS

This is an Amendment to the Contract for Goods (the "Agreement") dated November 1, 2015 by and between: AM Conservation Group, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment will be July 1, 2016.

Section 2 of the Agreement, as amended by Amendment I, reads as follows:

2. **SCOPE.** In accordance with the terms, conditions and specifications contained in the proposal submitted by Vendor on, July 24, 2015, RFP 2015A-NRG, as well as proposal submitted on November 18, 2015, in response to RFP 2015M2-NRG, which proposals are collectively made a part of this Agreement, Vendor is awarded this Agreement for products listed on Attachment A to the Agreement, as well as those products listed on Attachment A to this Amendment.

Section 2 of the Agreement is revised to read as follows:

2. **SCOPE.** In accordance with the terms, conditions and specifications contained in the proposal submitted by Vendor on, July 24, 2015, RFP 2015A-NRG, as well as proposal submitted on November 18, 2015, in response to RFP 2015M2-NRG, which proposals are collectively made a part of this Agreement, Vendor is awarded this Agreement for products listed on Attachment A to the Agreement, as well as those products listed on Attachment A to Amendment I, in an aggregate amount not to exceed **\$210,000.00** over the term of the Agreement.

All other terms of the original Agreement remain binding except where they contradict this Amendment, which shall prevail.

VENDOR: **AM CONSERVATION GROUP, INC.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signature: _____

Date: _____

Jeremy T. Tobias, Executive Director

CAPK Staff INITIALS			



AMENDMENT I TO PREFERRED VENDOR AGREEMENT

This is an Amendment to the Preferred Vendor Agreement (the "Agreement") dated November 1, 2013, by and between: Producers Dairy Foods, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment will be July 1, 2016.

The section of the Agreement entitled "Quantities/Minimums," reads as follows:

QUANTITIES/MINIMUMS. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery.

This section of the Agreement is revised to read as follows:

QUANTITIES/MINIMUMS/MAXIMUM. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery. The aggregate amount of purchases (the maximum sum of all orders) from Vendor shall not exceed **\$310,000.00** for the period of the Agreement.

All other terms of the original Agreement remain binding except where they contradict this Amendment, which shall prevail.

VENDOR: **PRODUCERS DAIRY FOODS, INC.**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signature: _____
Jeremy T. Tobias, Executive Director

Date: _____

CAPK Staff INITIALS			



Community Action Partnership of Kern
5005 Business Park North • Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 633-1080

ACCOUNT CODE:
Contract Log:

AMENDMENT I TO PREFERRED VENDOR AGREEMENT

This is an Amendment to the Preferred Vendor Agreement (the "Agreement") dated November 1, 2013, by and between: SupplyWorks (formerly known as Cleansource) ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment will be July 1, 2016.

The section of the Agreement entitled "Quantities/Minimums," reads as follows:

QUANTITIES/MINIMUMS. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery.

This section of the Agreement is revised to read as follows:

QUANTITIES/MINIMUMS/MAXIMUM. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery. The aggregate amount of purchases (the maximum sum of all orders) from Vendor shall not exceed **\$670,000.00** for the period of the Agreement.

All other terms of the original Agreement remain binding except where they contradict this Amendment, which shall prevail.

VENDOR: **SUPPLYWORKS** _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN** _____

Signature: _____

Jeremy T. Tobias, Executive Director

Date: _____

CAPK Staff INITIALS			



AMENDMENT I TO PREFERRED VENDOR AGREEMENT

This is an Amendment to the Preferred Vendor Agreement (the "Agreement") dated November 1, 2013, by and between: Sysco Food Services of Ventura ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment will be July 1, 2016.

The section of the Agreement entitled "Quantities/Minimums," reads as follows:

QUANTITIES/MINIMUMS. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery.

This section of the Agreement is revised to read as follows:

QUANTITIES/MINIMUMS/MAXIMUM. CAPK does not guarantee a minimum dollar amount or quantity of items to be purchased over the period of this Agreement, and Vendor shall not hold CAPK to a required minimum quantity or dollar amount per order and/or delivery. The aggregate amount of purchases (the maximum sum of all orders) from Vendor shall not exceed **\$1,601,000.00** for the period of the Agreement.

All other terms of the original Agreement remain binding except where they contradict this Amendment, which shall prevail.

VENDOR: **SYSKO FOOD SERVICES OF VENTURA**

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: **COMMUNITY ACTION PARTNERSHIP OF KERN**

Signature: _____

Jeremy T. Tobias, Executive Director

Date: _____

CAPK Staff INITIALS			



AMENDMENT II TO CONTRACT FOR GOODS

This is an Amendment to the Contract for Goods (the "Agreement") dated November 1, 2015 by and between: Westland Distributing, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). The effective date for this Amendment will be July 1, 2016.

Section 2 of the Agreement, as amended by Amendment I, reads as follows:

2. **SCOPE.** In accordance with the terms, conditions and specifications contained in the proposal submitted by Vendor on July 24, 2015 in response to RFP 2015A-NRG, as well as proposal submitted on November 18, 2015 in response to RFP 2015M2-NRG, which proposals are collectively made a part of the Agreement, Vendor is awarded this Agreement for products listed on Attachment A to the Agreement, as well as the products listed on Attachment A to this Amendment.

Section 2 of the Agreement is revised to read as follows:

2. **SCOPE.** In accordance with the terms, conditions and specifications contained in the proposal submitted by Vendor on July 24, 2015 in response to RFP 2015A-NRG, as well as proposal submitted on November 18, 2015 in response to RFP 2015M2-NRG, which proposals are collectively made a part of the Agreement, Vendor is awarded this Agreement for products listed on Attachment A to the Agreement, as well as the products listed on Attachment A to Amendment I, in an aggregate amount not to exceed **\$250,000.00** for the term of the Agreement.

All other terms of the original Agreement remain binding except where they contradict this Amendment, which shall prevail.

VENDOR: WESTLAND DISTRIBUTING, INC.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signature: _____

Jeremy T. Tobias, Executive Director

Date: _____

CAPK Staff INITIALS			

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Margaret L. Palmer, Business Manager

Date: June 29, 2016

Subject: *Agenda Item VI(i):* Approval of New Vendor Service Agreements for Energy – Action Item

On April 19, 2016, a Request for Proposals (RFP) was issued seeking multiple qualified contractors with EPA Certifications and Class C-20 Contractor licenses to provide replacement of gas and electric appliances including wall furnaces, heaters, dual pac rooftop units, forced air units, rooftop heat pumps, split systems, mobile home split systems, ductwork, thermostats, evaporative coolers, window air conditions, water heaters and stoves for the Energy Department. Six (6) proposals were received on a timely basis, each of which complied with the requirements contained in the RFP.

A comprehensive bid analysis was compiled for each of the proposing vendors and it was determined that it is in the best interest of CAPK and our clients to enter into Contract for Services Agreements with each of the six (6) vendors for a term of three (3) years (July 1, 2016 through June 30, 2019). This will enable the Energy Department to spread the engagements over multiple vendors depending on pricing on the individual services and the availability of the vendors. Each of the Agreements contains a “not to exceed” amount of \$500,000 over the three (3) year term, which requires approval of the Board of Directors.

Recommendation:

Staff recommends the Board of Directors approve each of the Contracts for Services Agreements and authorizes the Executive Director to execute the Agreements.

Attachments: Contracts for Service Agreements for Six (6) Vendors



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2016 by and between ABCO Air Systems ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP No. CAPK Energy 2016-001. Vendor's Bid Form for RFP CAPK Energy 2016-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit and original invoice detailing all work performed in the format provided in **Attachment B** hereto, with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed \$500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is July 1, 2016 through June 30, 2019. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Contractor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN CONTRACTOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Loretta Andrews, Assistant Program Manager – Energy, at 661-336-4236** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.

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

Vendor:	CAPK:
ABCO Air Systems	Community Action Partnership of Kern
ATTN: Shaji Kalayil	ATTN: Romala Ramkissoo
9000 Carnegie Hall Lane	5005 Business Park North
Bakersfield, CA 93311	Bakersfield, CA 93309
Phone: (661) 549-1647	Phone: (661) 336-5236 Fax: (661) 633-1080

- 12. RECORDKEEPING.** Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- 13. INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
- 14. HOLDING OVER:** Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.
- 15. EVALUATION.** Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.
- 16. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
- 17. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
- 18. APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
- 19. ADDITIONAL TERMS AND CONDITIONS.** Attachment C, attached hereto and incorporated herein, contains CAPK’s Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: <u>ABCO AIR SYSTEMS</u>	LICENSE NO.: _____
Signature: _____	Date: _____
Printed Name: _____	Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____	Date: _____
Printed Name: <u>Jeremy T. Tobias</u>	Title: <u>Executive Director</u>

CAPK Staff Initials			

Attachment A

**RFP CAPK Energy 2016-001
SUBCONTRACTOR - APPLIANCES
BID FORM**

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS

- | | |
|---|----------|
| • Smoke detector | \$ 45.00 |
| • Carbon monoxide detector | \$ 45.00 |
| • Combination smoke detector and carbon monoxide detector | \$ 90.00 |

2. WALL FURNACE

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

- | | |
|-----------------------------|------------|
| • Single sided – 35,000 BTU | \$ 1050.00 |
| • Double sided – 50,000 BTU | \$ 1200.00 |

3. HEATER - EXTERIOR WALL DIRECT VENT

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

- | | |
|-----------------------|------------|
| • Heater – 35,000 BTU | \$ 1650.00 |
| • Heater – 50,000 BTU | \$ 1750.00 |

4. HEATER – FLOOR FURNACE

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4") to existing vertical vent, and gas flex and valve.

- | | |
|------------------------------|------------|
| • Floor furnace – 60,000 BTU | \$ 1600.00 |
|------------------------------|------------|

5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

- | | |
|-----------|------------|
| • 2 ton | \$ 5900.00 |
| • 2.5 ton | \$ 6100.00 |
| • 3 ton | \$ 6400.00 |
| • 3.5 ton | \$ 6700.00 |
| • 4 ton | \$ 6900.00 |
| • 5 ton | \$ 7200.00 |

6. FORCED AIR UNIT (FAU) UP FLOW

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

• 40,000 BTU	<u>\$2100.00</u>
• 60,000 BTU	<u>\$2200.00</u>
• 75,000 BTU	<u>\$2300.00</u>
• 80,000 BTU	<u>\$2400.00</u>

7. FORCED AIR UNIT (FAU) HORIZONTAL FLOW

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

• 40,000 BTU	<u>\$2100.00</u>
• 60,000 BTU	<u>\$2200.00</u>
• 75,000 BTU	<u>\$2300.00</u>
• 80,000 BTU	<u>\$2400.00</u>

8. ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

• 2 ton	<u>\$6100.00</u>
• 2.5 ton	<u>\$6300.00</u>
• 3 ton	<u>\$6600.00</u>
• 3.5 ton	<u>\$6900.00</u>
• 4 ton	<u>\$7100.00</u>
• 5 ton	<u>\$7300.00</u>

9. SPLIT SYSTEM GAS/ELECTRIC

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

• 2 ton	<u>\$2300.00</u>
• 2.5 ton	<u>\$2400.00</u>
• 3 ton	<u>\$2500.00</u>
• 3.5 ton	<u>\$2600.00</u>
• 4 ton	<u>\$2700.00</u>
• 5 ton	<u>\$2800.00</u>

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

• 2 ton; 40,000 BTU	<u>\$2100.00</u>
• 3 ton; 70,000 BTU	<u>\$2300.00</u>
• 4 ton; 90,000 BTU	<u>\$2400.00</u>
• 5 ton; 110,000 BTU	<u>\$2600.00</u>

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

• 2 ton	\$ 1550.00
• 2.5 ton	\$ 1650.00
• 3 ton	\$ 1850.00
• 3.5 ton	\$ 2050.00
• 4 ton	\$ 2250.00
• 5 ton	\$ 2350.00

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$2900.00
• 2.5 ton	\$ 3000.00
• 3 ton	\$ 3200.00
• 3.5 ton	\$ 3500.00
• 4 ton	\$ 3700.00
• 5 ton	\$ 3900.00

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

• 2 ton	\$ 2150.00
• 2.5 ton	\$ 2250.00
• 3 ton	\$ 2350.00
• 3.5 ton	\$ 2450.00
• 4 ton	\$ 2550.00
• 5 ton	\$ 2650.00

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$2300.00
• 2.5 ton	\$2400.00
• 3 ton	\$2500.00
• 3.5 ton	\$2600.00
• 4 ton	\$2700.00
• 5 ton	\$2800.00

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED)

• 56,000 BTU	\$2300.00
• 70,000 BTU	\$2400.00
• 77,000 BTU	\$2500.00
• 90,000 BTU	\$2600.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 1000.00
 \$ 1200.00
 \$ 1400.00
 \$ 1600.00
 \$ 1800.00
 \$ 2000.00

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ N/A
 \$ N/A
 \$ N/A
 \$ N/A
 \$ N/A
 \$ N/A

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ N/A
 \$ N/A
 \$ N/A
 \$ N/A

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ N/A
 \$ N/A
 \$ N/A
 \$ N/A
 \$ N/A
 \$ N/A

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4" - 5" flexible ductwork - R6
- 6" - 7" flexible ductwork - R6
- 8" - 9" flexible ductwork - R6
- 10" - 12" flexible ductwork - R6
- 14" - 16" flexible ductwork - R6
- 18" - 20" flexible ductwork - R6

\$ 22.50
 \$ 24.50
 \$ 25.50
 \$ 26.50
 \$ 28.50
 \$ 40.50

14. THERMOSTAT

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable

\$ 66.00

15. EVAPORATIVE COOLER – ROOF

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horse power single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

\$ 2050.00

16. EVAPORATIVE COOLER – WINDOW

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¾" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

\$ 950.00

17. AIR CONDITIONER – WINDOW

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

\$ 950.00

18. HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform
- 40-gallon water heater installed in garage on existing 18" platform
- Construction and installation of new 18" platform
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof eaves
- 30-gallon water heater installed in indoor cabinet enclosure
- 40-gallon water heater installed in indoor cabinet enclosure
- 30-gallon water heater installed in indoor open area (i.e., laundry room)
- 40-gallon water heater installed in indoor open area (i.e., laundry room)
- Cost per foot for additional piping, installed
 - Copper 3/4"
 - Galvanized 3/4"

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

19. FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range
- 4-burner countertop unit with electric ignition, equiring no incidental work (straight drop in)

\$ N/A

\$ N/A

20. ADDITIONAL SERVICES

Hourly rate for Service Technician

\$ 90.00

Hourly rate for Two-man Service Crew

\$ 160.00

Mark-up for additional material not listed in per unit bids above (percentage)

%

Mileage charges (when applicable), not to exceed the IRS standard mileage rate

\$ 0.55

VENDOR:

ABCO AIR SYSTEMS
Company Name

Shaji Mathew
Signature

SHAJI MATHEW KALAYIL
Printed Name

5-10-2016
Date

ATTACHMENT B

REQUIRED INVOICE FORMAT

AIR & HEATING COMPANY

February 1, 2016

INVOICE #1234

Customer Community Action Partnership of Kern		Customer Name: John Doe	
Address 5005 Business Park North, Bakersfield, CA 93309		Address Jane Doe Avenue, Bakersfield, CA 93301	
Phone 661-336-5203		Phone 661-123-4567	
Invoice date: February 1, 2016 [Salesperson Name]		Delivery Date January 1, 2016 Purchase Order # 12345	

Qty.	Item#	Description	Unit Type	Unit Price	Total \$ Amt
1		Dual Pac Rooftop Unit - 3.5 ton, 14 Seer, R410A, Single Phase) including material, labor and permit	Ea.	\$2,100	\$2,100.00
3		Labor for additional services (if necessary)	Hr.	\$90	\$270.00
10		8" flexible duct work (if necessary)	LF	\$15	\$150.00
Subtotal					\$2,520.00
Sales Tax					\$86.25
Grand Total					\$2,606.25

Thank you for your business!

Air & Heating Company

123 - 45th Street, Bakersfield, CA 93301
p. 661-654-3210 | f.661-891-0123 | coolbreeze@air.com

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:
- "Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:
- "(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."
- Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of this Agreement.
- (In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance herein:

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

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

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

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

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

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

Signature

Date

Print Name

Company Name



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2016 by and between Benchmark Air Conditioning, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP No. CAPK Energy 2016-001. Vendor's Bid Form for RFP CAPK Energy 2016-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit original invoice detailing all work performed in the format provided in **Attachment B** hereto, with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed \$500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is July 1, 2016 through June 30, 2019. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Contractor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN CONTRACTOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Loretta Andrews, Assistant Program Manager – Energy, at 661-336-4236** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.

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

Vendor:

Benchmark Air Conditioning, Inc.

ATTN: Mike Smith

1920 Mineral Court

Bakersfield, CA 93308

Phone: (661) 393-5882 Fax (661) 393-5887

CAPK:

Community Action Partnership of Kern

ATTN: Romala Ramkissoon

5005 Business Park North

Bakersfield, CA 93309

Phone: (661) 336-5236 Fax: (661) 633-1080

12. RECORDKEEPING. Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.

13. INDEMNIFICATION. Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.

14. HOLDING OVER: Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.

15. EVALUATION. Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

17. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.

18. APPLICABLE LAW. The Laws of the State of California shall govern this Agreement.

19. ADDITIONAL TERMS AND CONDITIONS. **Attachment C**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: BENCHMARK AIR CONDITIONING, INC.

LICENSE NO.: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Executive Director

CAPK Staff Initials			

Attachment A

RFP CAPK Energy 2016-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. The price quote must be a total cost including material, labor and permit. The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS

- Smoke detector
- Carbon monoxide detector
- Combination smoke detector and carbon monoxide detector

\$	25.00
\$	40.00
\$	50.00

2. WALL FURNACE

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

- Single sided – 35,000 BTU
- Double sided – 50,000 BTU

\$	2,900
\$	3,200

3. HEATER - EXTERIOR WALL DIRECT VENT

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

- Heater – 35,000 BTU
- Heater – 50,000 BTU

\$	2,600
\$	2,800

4. HEATER – FLOOR FURNACE

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4") to existing vertical vent, and gas flex and valve.

- Floor furnace – 50,000 BTU

\$	3,100
----	-------

5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$	6,600
\$	6,700
\$	6,800
\$	6,900
\$	7,000
\$	7,100

6. FORCED AIR UNIT (FAU) UP FLOW

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU
- 60,000 BTU
- 75,000 BTU
- 80,000 BTU

\$	3,200
\$	3,250
\$	3,300
\$	3,400

7. FORCED AIR UNIT (FAU) HORIZONTAL FLOW

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU
- 60,000 BTU
- 75,000 BTU
- 80,000 BTU

\$	3,600
\$	3,650
\$	3,700
\$	3,750

8. ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$	6,700
\$	6,800
\$	6,900
\$	7,000
\$	7,100
\$	7,200

9. SPLIT SYSTEM GAS/ELECTRIC

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$	2,700
\$	2,750
\$	2,800
\$	2,900
\$	3,000
\$	3,100

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU
- 3 ton; 70,000 BTU
- 4 ton; 90,000 BTU
- 5 ton; 110,000 BTU

\$	3,300
\$	3,400
\$	3,500
\$	3,600

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,300
\$ 2,350
\$ 2,400
\$ 2,450
\$ 2,500
\$ 2,600

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,800
\$ 2,850
\$ 2,900
\$ 2,950
\$ 3,000
\$ 3,100
\$ 3,200

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3,200
\$ 3,300
\$ 3,400
\$ 3,500
\$ 3,600
\$ 3,700

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,700
\$ 2,750
\$ 2,800
\$ 2,900
\$ 3,000
\$ 3,100

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3,300
\$ 3,400
\$ 3,500
\$ 3,600

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,300
\$ 2,350
\$ 2,400
\$ 2,450
\$ 2,500
\$ 2,600

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,800
\$ 2,850
\$ 2,900
\$ 3,000
\$ 3,100
\$ 3,200

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3,600
\$ 3,700
\$ 3,800
\$ 3,900

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,300
\$ 2,350
\$ 2,400
\$ 2,450
\$ 2,500
\$ 2,600

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4" - 5" flexible ductwork - R6
- 6" - 7" flexible ductwork - R6
- 8" - 9" flexible ductwork - R6
- 10" - 12" flexible ductwork - R6
- 14" - 16" flexible ductwork - R6
- 18" - 20" flexible ductwork - R6

\$ 8.00
\$ 10.00
\$ 12.00
\$ 14.00
\$ 16.00
\$ 18.00

14. THERMOSTAT

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable

\$ 125.00

15. EVAPORATIVE COOLER – ROOF

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new 1/2 horse power single speed motor, install a new 3/4" copper water line and shut off valve, install a new metal leg kit.

\$ 2,500

16. EVAPORATIVE COOLER – WINDOW

Remove the old window cooler and install a new 4500 CFM window cooler, install a new 3/4" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

\$ 2,300

17. AIR CONDITIONER – WINDOW

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

\$ 1,800

18. HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, 3/4" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform
- 40-gallon water heater installed in garage on existing 18" platform
- Construction and installation of new 18" platform
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof eaves
- 30-gallon water heater installed in indoor cabinet enclosure
- 40-gallon water heater installed in indoor cabinet enclosure
- 30-gallon water heater installed in indoor open area (i.e., laundry room)
- 40-gallon water heater installed in indoor open area (i.e., laundry room)
- Cost per foot for additional piping, installed
 - Copper 3/4"
 - Galvanized 3/4"

\$ 1,975

\$ 1,975

\$ 2,000

\$ 1,975

\$ 1,975

\$ 500.00

\$ 1,975

\$ 1,975

\$ 1,975

\$ 1,975

\$ 10.00

\$ 12.00

19. FREE STANDING RANGE - ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in)

\$ N/A

\$ N/A

20. ADDITIONAL SERVICES

Hourly rate for Service Technician

\$ 125.00

Hourly rate for Two-man Service Crew

\$ 270.00

Mark-up for additional material not listed in per unit bids above (percentage)

25 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate

\$ 54

VENDOR:

Benchmark Air Conditioning, Inc.
Company Name

[Signature]
Signature

Dale Michael Smith
Printed Name

4-28-16
Date

ATTACHMENT B

REQUIRED INVOICE FORMAT

AIR & HEATING COMPANY

February 1, 2016

INVOICE #1234

Customer Community Action Partnership of Kern		Customer Name: John Doe	
Address 5005 Business Park North, Bakersfield, CA 93309		Address Jane Doe Avenue, Bakersfield, CA 93301	
Phone 661-336-5203		Phone 661-123-4567	
Invoice date: February 1, 2016 [Salesperson Name]		Delivery Date January 1, 2016 Purchase Order # 12345	

Qty.	Item#	Description	Unit Type	Unit Price	Total \$ Amt
1		Dual Pac Rooftop Unit - 3.5 ton, 14 Seer, R410A, Single Phase) including material, labor and permit	Ea.	\$2,100	\$2,100.00
3		Labor for additional services (if necessary)	Hr.	\$90	\$270.00
10		8" flexible duct work (if necessary)	LF	\$15	\$150.00
Subtotal					\$2,520.00
Sales Tax					\$86.25
Grand Total					\$2,606.25

Thank you for your business!

Air & Heating Company

123 - 45th Street, Bakersfield, CA 93301
p. 661-654-3210 | f. 661-891-0123 | coolbreeze@air.com

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date

Print Name

Company Name



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2016 by and between Brley's A/C Heating ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP No. CAPK Energy 2016-001. Vendor's Bid Form for RFP CAPK Energy 2016-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit and original invoice detailing all work performed in the format provided in **Attachment B** hereto, with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed \$500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is July 1, 2016 through June 30, 2019. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Contractor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN CONTRACTOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Loretta Andrews, Assistant Program Manager – Energy, at 661-336-4236** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.

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

Vendor:

Brley's A/C Heating

ATTN: Debi Brley's

5800 Sky Ranch

Bakersfield, CA 93306

Phone: (661) 871-2196 Fax (661) 872-1504

CAPK:

Community Action Partnership of Kern

ATTN: Romala Ramkissoon

5005 Business Park North

Bakersfield, CA 93309

Phone: (661) 336-5236 Fax: (661) 633-1080

12. RECORDKEEPING. Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.

13. INDEMNIFICATION. Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.

14. HOLDING OVER: Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.

15. EVALUATION. Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

17. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.

18. APPLICABLE LAW. The Laws of the State of California shall govern this Agreement.

19. ADDITIONAL TERMS AND CONDITIONS. **Attachment C**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: BRLEY'S A/C HEATING

LICENSE NO.: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Executive Director

CAPK Staff Initials			

Attachment A

RFP CAPK Energy 2016-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS

- Smoke detector
- Carbon monoxide detector
- Combination smoke detector and carbon monoxide detector

\$ 10.71
\$ 25.93
\$ 35.53

2. WALL FURNACE

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

- Single sided – 35,000 BTU
- Double sided – 50,000 BTU

\$ 1438.23
\$ 1658.82

3. HEATER - EXTERIOR WALL DIRECT VENT

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

- Heater – 35,000 BTU
- Heater – 50,000 BTU

\$ 2250.93
\$ 2369.94

4. HEATER – FLOOR FURNACE

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4") to existing vertical vent, and gas flex and valve.

- Floor furnace – 60,000 BTU

\$ 2089.84

5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 4800.23
\$ 4865.54
\$ 4909.08
\$ 5308.17
\$ 5692.75
\$ 6026.54

6. FORCED AIR UNIT (FAU) UP FLOW

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU
- 60,000 BTU
- 75,000 BTU
- 80,000 BTU

\$ 2240.10
\$ 2282.19
\$ 2354.84
\$ 2392.48

7. FORCED AIR UNIT (FAU) HORIZONTAL FLOW

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU
- 60,000 BTU
- 75,000 BTU
- 80,000 BTU

\$ 2240.10
\$ 2282.19
\$ 2354.84
\$ 2392.48

8. ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 4768.17
\$ 5635.98
\$ 5746.28
\$ 5904.46
\$ 6207.77
\$ 6453.04

9. SPLIT SYSTEM GAS/ELECTRIC

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

9A CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3047.98
\$ 3126.35
\$ 3306.00
\$ 3479.00
\$ 3502.22
\$ 3759.09

9B FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU
- 3 ton; 70,000 BTU
- 4 ton; 90,000 BTU
- 5 ton; 110,000 BTU

\$ 2107.19
\$ 2179.75
\$ 2179.75
\$ 2292.95

9C EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 1981.31
\$ 2069.84
\$ 2104.67
\$ 2177.23
\$ 2177.23
\$ 2347.03

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required

10A CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3438.65
\$ 3699.13
\$ 3896.50
\$ 4001.26
\$ 4543.83
\$ 4947.20

10B AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2473.77
\$ 2588.42
\$ 2719.03
\$ 2766.93
\$ 3015.09
\$ 3106.52

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

11A CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3164.29
\$ 3280.73
\$ 3408.51
\$ 3589.21
\$ 3800.16
\$ 4061.72

FURNACE (80% EFFICIENCY – DOWN FLOW FURNACE MOBILE HOME APPROVED)

11B

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3282.90
\$ 3348.21
\$ 3348.21
\$ 3348.21

11C EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2275.94
 \$ 2275.94
 \$ 2275.94
 \$ 2275.94
 \$ 2384.78
 \$ 2384.78

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

12A CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3364.29
 \$ 3480.73
 \$ 3608.51
 \$ 3789.21
 \$ 4000.16
 \$ 4261.72

12B FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3518.28
 \$ 3618.83
 \$ 3618.83
 \$ 3714.20

12C EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2202.86
 \$ 2356.98
 \$ 2379.04
 \$ 2464.10
 \$ 2504.93
 \$ 2558.67

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

- 4" - 5" flexible ductwork - R6
- 6" - 7" flexible ductwork - R6
- 8" - 9" flexible ductwork - R6
- 10" - 12" flexible ductwork - R6
- 14" - 16" flexible ductwork - R6
- 18" - 20" flexible ductwork - R6

\$ 4.00
 \$ 4.96
 \$ 6.08
 \$ 8.04
 \$ 11.68
 \$ 16.48

14. THERMOSTAT

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable

\$ 150.00

15. EVAPORATIVE COOLER -- ROOF

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horse power single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

\$ 1675.58

16. EVAPORATIVE COOLER -- WINDOW

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¾" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

\$ 1615.79

17. AIR CONDITIONER -- WINDOW

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

\$ 1376.19

18. HOT WATER HEATER -- ELECTRIC, NATURAL GAS OR PROPANE

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform
- 40-gallon water heater installed in garage on existing 18" platform
- Construction and installation of new 18" platform 24"
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof eaves
- 30-gallon water heater installed in indoor cabinet enclosure
- 40-gallon water heater installed in indoor cabinet enclosure
- 30-gallon water heater installed in indoor open area (i.e., laundry room)
- 40-gallon water heater installed in indoor open area (i.e., laundry room)
- Cost per foot for additional piping, installed
 - Copper 3/4"
 - Galvanized 3/4"

\$ 1368.57

\$ 1442.59

\$ 325.00

\$ 1368.57

\$ 1442.59

\$ 575.00

\$ 1368.57

\$ 1442.59

\$ 1368.57

\$ 1442.59

\$ 6.00

\$ 7.98

19. FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in)

\$951.61
\$661.36

20. ADDITIONAL SERVICES

Hourly rate for Service Technician

\$ 90⁻

Hourly rate for Two-man Service Crew

\$ 135⁰⁰

Mark-up for additional material not listed in per unit bids above (percentage)

35 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate

\$ 0.54

VENDOR:

Brleys A/C Heating
Company Name

Debi Brley
Signature

Debi Brley
Printed Name

5.9.16
Date

ATTACHMENT B

REQUIRED INVOICE FORMAT

AIR & HEATING COMPANY

February 1, 2016

INVOICE #1234

Customer		Community Action Partnership of Kern	Customer Name:		John Doe
Address		5005 Business Park North, Bakersfield, CA 93309	Address		Jane Doe Avenue, Bakersfield, CA 93301
Phone		861-336-6203	Phone		861-123-4567
Invoice date:		February 1, 2016 [Salesperson Name]	Delivery Date		January 1, 2016
			Purchase Order #		12345

Qty.	Item#	Description	Unit Type	Unit Price	Total \$ Amt
1		Dual Pac Rooftop Unit - 3.5 ton, 14 Seer, R410A, Single Phase) including material, labor and permit	Ea.	\$2,100	\$2,100.00
3		Labor for additional services (if necessary)	Hr.	\$90	\$270.00
10		8" flexible duct work (if necessary)	LF	\$15	\$150.00
Subtotal					\$2,520.00
Sales Tax					\$86.25
Grand Total					\$2,606.25

Thank you for your business!

Air & Heating Company

123 - 45th Street, Bakersfield, CA 93301

p. 861-864-3210 | f. 861-891-0123 | coolbreeze@air.com

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:
- "Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:
- "(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."
- Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of this Agreement.
- (In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance herein:

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

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

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

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

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

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

Signature

Date

Print Name

Company Name



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2016 by and between Jon Dooley Heating & Cooling, Inc. ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP No. CAPK Energy 2016-001. Vendor's Bid Form for RFP CAPK Energy 2016-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit original invoice detailing all work performed in the format provided in **Attachment B** hereto, with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed \$500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is July 1, 2016 through June 30, 2019. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Contractor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN CONTRACTOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Loretta Andrews, Assistant Program Manager – Energy, at 661-336-4236** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.

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

Vendor:
Jon Dooley Heating & Cooling, Inc.
ATTN: Jonathan Dooley
4903 Smokey Mountain Way
Bakersfield, CA 93312
Phone: (661) 589-3628 Fax (661) 215-6201

CAPK:
Community Action Partnership of Kern
ATTN: Romala Ramkissoon
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 336-5236 Fax: (661) 633-1080

- 12. RECORDKEEPING.** Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- 13. INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
- 14. HOLDING OVER:** Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.
- 15. EVALUATION.** Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.
- 16. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
- 17. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
- 18. APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
- 19. ADDITIONAL TERMS AND CONDITIONS.** Attachment C, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: JON DOOLEY HEATING & COOLING, INC.

LICENSE NO.: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Executive Director

CAPK Staff Initials			

Attachment A

**RFP CAPK Energy 2016-001
SUBCONTRACTOR - APPLIANCES
BID FORM**

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS

• Smoke detector	\$ 140.00
• Carbon monoxide detector	\$ 140.00
• Combination smoke detector and carbon monoxide detector	\$ 180.00

2. WALL FURNACE

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

• Single sided – 35,000 BTU	\$ 2,400.00
• Double sided – 50,000 BTU	\$ 3,000.00

3. HEATER - EXTERIOR WALL DIRECT VENT

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

• Heater – 35,000 BTU	\$ 2,800.00
• Heater – 50,000 BTU	\$ 3,400.00

4. HEATER – FLOOR FURNACE

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.

• Floor furnace – 60,000 BTU	\$ NA
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5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

• 2 ton	\$ \$4,500.00
• 2.5 ton	\$ \$4,700.00
• 3 ton	\$ \$5,000.00
• 3.5 ton	\$ \$5,200.00
• 4 ton	\$ \$5,400.00
• 5 ton	\$ \$6,300.00

6. **FORCED AIR UNIT (FAU) UP FLOW**

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

• 40,000 BTU	\$ 2,400.00
• 60,000 BTU	\$ 3,000.00
• 75,000 BTU	\$ 3,600.00
• 80,000 BTU	\$ 4,500.00

7. **FORCED AIR UNIT (FAU) HORIZONTAL FLOW**

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

• 40,000 BTU	\$ 2,400.00
• 60,000 BTU	\$ 3,000.00
• 75,000 BTU	\$ 3,600.00
• 80,000 BTU	\$ 4,500.00

8. **ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)**

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

• 2 ton	\$ NA
• 2.5 ton	\$
• 3 ton	\$
• 3.5 ton	\$
• 4 ton	\$
• 5 ton	\$

9. **SPLIT SYSTEM GAS/ELECTRIC**

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$ 2,300.00
• 2.5 ton	\$ 2,600.00
• 3 ton	\$ 3,000.00
• 3.5 ton	\$ 3,300.00
• 4 ton	\$ 3,800.00
• 5 ton	\$ 4,200.00

FURNACES UP FLOW (80% or higher AFUE Rating: 15 Volts)

• 2 ton; 40,000 BTU	\$ 2,400.00
• 3 ton; 70,000 BTU	\$ 3,600.00
• 4 ton; 90,000 BTU	\$ 4,500.00
• 5 ton; 110,000 BTU	\$ 5,000.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,000.00
 \$ 2,300.00
 \$ 2,600.00
 \$ 3,000.00
 \$ 3,500.00
 \$ 4,000.00

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

[illegible]

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 2,500.00
\$ 2,800.00
\$ 3,000.00
\$ 3,300.00
\$ 3,700.00
\$ 4,000.00

FURNACE 80% EFFICIENCY - DOWN FLOW FURNACE MOBILE HOME APPROVED

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3,000.00
\$ 3,500.00
\$ 4,000.00
\$ 4,500.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

• 2 ton	\$ 2,000.00
• 2.5 ton	\$ 2,300.00
• 3 ton	\$ 2,600.00
• 3.5 ton	\$ 3,000.00
• 4 ton	\$ 3,500.00
• 5 ton	\$ 4,000.00

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$ 2,500.00
• 2.5 ton	\$ 2,800.00
• 3 ton	\$ 3,000.00
• 3.5 ton	\$ 3,300.00
• 4 ton	\$ 3,700.00
• 5 ton	\$ 4,000.00

FURNACE (80% EFFICIENCY – UP FLOW FURNACE MOBILE HOME APPROVED)

• 56,000 BTU	\$ 3,000.00
• 70,000 BTU	\$ 3,500.00
• 77,000 BTU	\$ 4,000.00
• 90,000 BTU	\$ 4,500.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

• 2 ton	\$ 2,000.00
• 2.5 ton	\$ 2,300.00
• 3 ton	\$ 2,600.00
• 3.5 ton	\$ 3,000.00
• 4 ton	\$ 3,500.00
• 5 ton	\$ 4,000.00

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

• 4" - 5" flexible ductwork – R6	\$ 10.00
• 6" - 7" flexible ductwork – R6	\$ 10.00
• 8" - 9" flexible ductwork – R6	\$ 10.00
• 10" - 12" flexible ductwork – R6	\$ 10.00
• 14" - 16" flexible ductwork – R6	\$ 10.00
• 18" - 20" flexible ductwork – R6	\$ 10.00

14. THERMOSTAT

Remove the old thermostat and install a new programmable thermostat.

- **5-2 Day Programmable**

\$ 159.00

15. EVAPORATIVE COOLER - ROOF

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horse power single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

\$ 2,000.00

16. EVAPORATIVE COOLER - WINDOW

Remove the old window cooler and install a new 4500 CFM window cooler, install a new 1/2" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

\$ 2,500.00

17. AIR CONDITIONER - WINDOW

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

\$ 3,500.00

18. HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, 3/4" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform
- 40-gallon water heater installed in garage on existing 18" platform
- Construction and installation of new 18" platform
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof eaves
- 30-gallon water heater installed in indoor cabinet enclosure
- 40-gallon water heater installed in indoor cabinet enclosure
- 30-gallon water heater installed in indoor open area (i.e., laundry room)
- 40-gallon water heater installed in indoor open area (i.e., laundry room)
- Cost per foot for additional piping, installed
 - Copper 3/4"
 - Galvanized 3/4"

A vertical number line with horizontal grid lines. The origin is labeled "NA". Above the origin, there are nine tick marks labeled "\$" representing positive integers from 1 to 9. Below the origin, there are eight tick marks labeled "-" representing negative integers from -1 to -8. At the very bottom of the line, there is a downward-pointing arrow.

19. FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range
- 4-burner countertop unit with electric ignition, equiring no incidental work (straight drop in)

\$ NA
\$ V

20. ADDITIONAL SERVICES

Hourly rate for Service Technician

\$ \$95.00

Hourly rate for Two-man Service Crew

\$ \$130.00

Mark-up for additional material not listed in per unit bids above (percentage)

15 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate

\$ NA

VENDOR:

Jon Dooley Heating & Cooling, Inc

Company Name

Signature

Jonathan Dooley

Printed Name

04/21/2016

Date

ATTACHMENT B

REQUIRED INVOICE FORMAT

AIR & HEATING COMPANY

February 1, 2016

INVOICE #1234

Customer Community Action Partnership of Kern		Customer Name: John Doe	
Address 5005 Business Park North, Bakersfield, CA 93309		Address Jane Doe Avenue, Bakersfield, CA 93301	
Phone 861-336-5203		Phone 861-123-4567	
Invoice date: February 1, 2016 [Salesperson Name]		Delivery Date January 1, 2016 Purchase Order # 12345	

Qty.	Item#	Description	Unit Type	Unit Price	Total \$ Amt
1		Dual Pac Rooftop Unit - 3.5 ton, 14 Seer, R410A, Single Phase) including material, labor and permit	Ea.	\$2,100	\$2,100.00
3		Labor for additional services (if necessary)	Hr.	\$90	\$270.00
10		8" flexible duct work (if necessary)	LF	\$15	\$150.00
Subtotal					\$2,520.00
Sales Tax					\$86.25
Grand Total					\$2,606.25

Thank you for your business!

Air & Heating Company

123 - 45th Street, Bakersfield, CA 93301

p. 861-664-3210 | f. 861-891-0123 | coolbreeze@air.com

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:
- "Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:
- "(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.
 - "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."
- Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of this Agreement.
- (In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)
18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance herein:

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

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

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

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

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

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

Signature

Date

Print Name

Company Name



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2016 by and between Oasis Air Conditioning ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP No. CAPK Energy 2016-001. Vendor's Bid Form for RFP CAPK Energy 2016-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit and original invoice detailing all work performed in the format provided in **Attachment B** hereto, with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed \$500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is July 1, 2016 through June 30, 2019. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repairs at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Contractor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN CONTRACTOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Loretta Andrews, Assistant Program Manager – Energy, at 661-336-4236** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.

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

Vendor:

Oasis Air Conditioning

ATTN: Ben Dominguez

1000 E. Truxton Ave.

Bakersfield, CA 93305

Phone: (661) 322-2665 Fax (661) 322-6889

CAPK:

Community Action Partnership of Kern

ATTN: Romala Ramkissoo

5005 Business Park North

Bakersfield, CA 93309

Phone: (661) 336-5236 Fax: (661) 633-1080

12. RECORDKEEPING. Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.

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15. EVALUATION. Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

17. SEVERABILITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.

18. APPLICABLE LAW. The Laws of the State of California shall govern this Agreement.

19. ADDITIONAL TERMS AND CONDITIONS. **Attachment C**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: OASIS AIR CONDITIONING

LICENSE NO.: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Executive Director

CAPK Staff Initials			

Attachment A

RFP CAPK Energy 2016-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, HERS duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS

- Smoke detector
- Carbon monoxide detector
- Combination smoke detector and carbon monoxide detector

\$ 60.00
\$ 60.00
\$ N/A

2. WALL FURNACE

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

- Single sided – 35,000 BTU
- Double sided – 50,000 BTU

\$ 3140.00
\$ 3340.00

3. HEATER - EXTERIOR WALL DIRECT VENT

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

- Heater – 35,000 BTU
- Heater – 50,000 BTU

\$ 2891.00
\$ 3191.00

4. HEATER – FLOOR FURNACE

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4") to existing vertical vent, and gas flex and valve.

- Floor furnace - 60,000 BTU

\$ 2891.00

5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 5068.00
\$ 5068.00
\$ 5094.00
\$ 5472.00
\$ 5540.00
\$ 6302.00

6. FORCED AIR UNIT (FAU) UP FLOW

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

- 40,000 BTU
- 60,000 BTU
- 75,000 BTU
- 80,000 BTU

\$ 3171.⁰⁰
\$ 3171.⁰⁰
\$ 3206.⁰⁰
\$ 3398.⁰⁰

7. FORCED AIR UNIT (FAU) HORIZONTAL FLOW

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

- 40,000 BTU
- 60,000 BTU
- 75,000 BTU
- 80,000 BTU

\$ 3171.⁰⁰
\$ 3171.⁰⁰
\$ 3206.⁰⁰
\$ 3398.⁰⁰

8. ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 6099.⁰⁰
\$ 6170.⁰⁰
\$ 6457.⁰⁰
\$ 6700.⁰⁰
\$ 6700.⁰⁰
\$ 6700.⁰⁰

9. SPLIT SYSTEM GAS/ELECTRIC

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3180.⁰⁰
\$ 3250.⁰⁰
\$ 3300.⁰⁰
\$ 3390.⁰⁰
\$ 3390.⁰⁰
\$ 3390.⁰⁰

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

- 2 ton; 40,000 BTU
- 3 ton; 70,000 BTU
- 4 ton; 90,000 BTU
- 5 ton; 110,000 BTU

\$ 3747.⁰⁰
\$ 3747.⁰⁰
\$ 3830.⁰⁰
\$ 3830.⁰⁰

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 1000.⁰⁰
 \$ 1000.⁰⁰
 \$ 1000.⁰⁰
 \$ 1000.⁰⁰
 \$ 1000.⁰⁰
 \$ 1000.⁰⁰

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3180.⁰⁰
 \$ 3250.⁰⁰
 \$ 3300.⁰⁰
 \$ 3390.⁰⁰
 \$ 3390.⁰⁰
 \$ 3390.⁰⁰

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 4375.⁰⁰
 \$ 4375.⁰⁰
 \$ 4375.⁰⁰
 \$ 4450.⁰⁰
 \$ 4450.⁰⁰
 \$ 4500.⁰⁰

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3180.⁰⁰
 \$ 3250.⁰⁰
 \$ 3300.⁰⁰
 \$ 3390.⁰⁰
 \$ 3390.⁰⁰
 \$ 3390.⁰⁰

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3747.⁰⁰
 \$ 3747.⁰⁰
 \$ 3830.⁰⁰
 \$ 3830.⁰⁰

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 3180.⁰⁰
\$ 3250.⁰⁰
\$ 3300.⁰⁰
\$ 3390.⁰⁰
\$ 3390.⁰⁰
\$ 3390.⁰⁰

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED)

- 56,000 BTU
- 70,000 BTU
- 77,000 BTU
- 90,000 BTU

\$ 3747.⁰⁰
\$ 3747.⁰⁰
\$ 3830.⁰⁰
\$ 3830.⁰⁰

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

- 2 ton
- 2.5 ton
- 3 ton
- 3.5 ton
- 4 ton
- 5 ton

\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰
\$ 1000.⁰⁰

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot

- 4" - 5" flexible ductwork - R6
- 6" - 7" flexible ductwork - R6
- 8" - 9" flexible ductwork - R6
- 10" - 12" flexible ductwork - R6
- 14" - 16" flexible ductwork - R6
- 18" - 20" flexible ductwork - R6

\$ 10.⁰⁰
\$ 10.⁰⁰
\$ 10.⁰⁰
\$ 12.⁰⁰
\$ 12.⁰⁰
\$ 12.⁰⁰

* minimum 25 feet *

14. THERMOSTAT

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable

\$ 180.⁰⁰

15. EVAPORATIVE COOLER – ROOF

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horse power single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

\$ 1550.⁰⁰

16. EVAPORATIVE COOLER – WINDOW

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¾" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

\$ 1550.⁰⁰

17. AIR CONDITIONER – WINDOW

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

\$ 1250.⁰⁰

18. HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE

include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform
- 40-gallon water heater installed in garage on existing 18" platform
- Construction and installation of new 18" platform
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof eaves
- 30-gallon water heater installed in indoor cabinet enclosure
- 40-gallon water heater installed in indoor cabinet enclosure
- 30-gallon water heater installed in indoor open area (i.e., laundry room)
- 40-gallon water heater installed in indoor open area (i.e., laundry room)
- Cost per foot for additional piping, installed
 - Copper 3/4"
 - Galvanized 3/4"

\$ 1900.⁰⁰

\$ 1900.⁰⁰

\$ 450.⁰⁰

\$ 1900.⁰⁰

\$ 1900.⁰⁰

\$ 6000.⁰⁰

\$ 1900.⁰⁰

\$ 1900.⁰⁰

\$ 1900.⁰⁰

\$ 1900.⁰⁰

\$ 350

\$ N/A

19. FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in)

\$ 850.⁰⁰

\$ 735.⁰⁰

20. ADDITIONAL SERVICES

Hourly rate for Service Technician

\$ 90.⁰⁰

Hourly rate for Two-man Service Crew

\$ 150.⁰⁰

Mark-up for additional material not listed in per unit bids above (percentage)

* Sliding scale based on acquisition cost: starting @ 60% *

* %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate

\$ as allowed
by law

VENDOR:

Oasis Air Conditioning

Company Name

Signature

Ben Dominguez

Printed Name

Date

5-9-16

Available to start immediately

ATTACHMENT B

REQUIRED INVOICE FORMAT

AIR & HEATING COMPANY

February 1, 2016

INVOICE #1234

Customer Community Action Partnership of Kern		Customer Name: John Doe	
Address 5005 Business Park North, Bakersfield, CA 93309		Address Jane Doe Avenue, Bakersfield, CA 93301	
Phone 881-336-6203		Phone 881-123-4567	
Invoice date: February 1, 2016 [Salesperson Name]		Delivery Date January 1, 2016 Purchase Order # 12345	

Qty.	Item#	Description	Unit Type	Unit Price	Total \$ Amt
1		Dual Pac Rooftop Unit - 3.5 ton, 14 Seer, R410A, Single Phase) including material, labor and permit	Ea.	\$2,100	\$2,100.00
3		Labor for additional services (if necessary)	Hr.	\$90	\$270.00
10		8" flexible duct work (if necessary)	LF	\$15	\$150.00
Subtotal					\$2,520.00
Sales Tax					\$86.25
Grand Total					\$2,606.25

Thank you for your business!

Air & Heating Company

123 - 45th Street, Bakersfield, CA 93301
p. 881-854-3210 | f. 881-891-0123 | coolbreeze@air.com

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date

Print Name

Company Name



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2016 by and between PLC Heating & Air ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** Vendor is to perform all services and install all equipment and materials as per the Scope of Work contained in the proposal submitted by Vendor in response to RFP No. CAPK Energy 2016-001. Vendor's Bid Form for RFP CAPK Energy 2016-001 is found in **Attachment A** attached hereto and incorporated herein by reference.
2. **LOCATION FOR SERVICES.** Kern County.
3. **PAYMENT FOR SERVICES.** Payment for services shall be as described in the Bid Form for RFP CAPK Energy 2016-001. Payment shall be made when CAPK has determined that the work effort has been satisfactorily completed, including any punch list items. Vendor shall submit original invoice detailing all work performed in the format provided in **Attachment B** hereto, with evidence of final inspection and a copy of the job card attached. The total aggregate amount of this Agreement is not to exceed \$500,000.00. Terms are Net 45 from the date the original invoice is received at CAPK's Finance Department.

Note: Vendor shall mail all invoices, with required detail, to: Community Action Partnership of Kern,
Attn: Accounts Payable, 5005 Business Park North, Bakersfield, CA 93309.

4. **TERM.** The period of performance for this Agreement is July 1, 2016 through June 30, 2019. CAPK may discharge Vendor at any time by written notice effective when such notice is received by Vendor. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice.
5. **OPTION TO RENEW.** This Agreement may be renewed for one (1) 12-month period, up to two (2) times, upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
6. **RELATIONSHIP OF PARTIES.** While engaged in carrying out and complying with terms and conditions of this Agreement, Vendor is an independent contractor and is not an officer or employee of CAPK.
7. **INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified in **Attachment C**, Additional Terms and Conditions, and will name CAPK as an additional insured.
8. **DAMAGE TO PROPERTY.** Vendor shall be entirely responsible for any damages to property during delivery, assembly, installation/placement of the materials and/or the furnishing of the services described herein and shall repair or cause to be repaired at its expense any such damages in a manner satisfactory to CAPK.
9. **REMOVAL OF DEBRIS.** Contractor shall be entirely responsible for the daily removal of debris (empty cartons, crates, packing material, etc.) resulting from delivery, assembly and/or installation/placement of material or the furnishing of services described herein. Rubbish must not remain overnight. FAILURE TO COMPLY WITH THIS PROVISION WILL RESULT IN CONTRACTOR PAYING AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY FOR SUCH FAILURE, THE SUM OF ONE HUNDRED DOLLARS (\$100.00) PER DAY, FOR EACH DAY THAT DEBRIS REMAINS ON PROPERTY. A CORRESPONDING AMOUNT WILL BE AUTOMATICALLY DEDUCTED FROM VENDOR'S INVOICE.
10. **SCHEDULING/CLOSE-OUT:** Vendor is to contact **Loretta Andrews, Assistant Program Manager – Energy, at 661-336-4236** to schedule the above-mentioned scope of work and to conduct final walk-thrus/close-outs. Close-out documentation required shall require proof of final inspection. Failure to contact said personnel may delay or negate payment.

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

Vendor:
PLC Heating & Air
ATTN: Erick Puente
11509 Orchard Park Dr.
Bakersfield, CA 93311
Phone: (661) 706-8717

CAPK:
Community Action Partnership of Kern
ATTN: Romala Ramkissoo
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 336-5236 Fax: (661) 633-1080

- 12. RECORDKEEPING.** Payroll and basic records pertaining to the services described in **Attachment A** shall be kept on a generally recognized accounting basis and shall be available to CAPK at mutually convenient times. Vendor shall maintain all records pertaining to this Agreement for a period of five (5) years after submission of the final reports for each individual CSD contract. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
- 13. INDEMNIFICATION.** Vendor agrees to indemnify and hold harmless CAPK from all claims, losses, expenses, fees, including attorney fees, costs and judgments that may be asserted against Vendor while executing this Agreement.
- 14. HOLDING OVER:** Any holdover after the expiration date of this Agreement shall be construed as a month-to-month agreement in accordance with the terms hereof as applicable until the Agreement has been renewed in accordance with Section 5 above, not to exceed 12 months.
- 15. EVALUATION.** Vendor may be evaluated throughout the term of this Agreement. If Vendor fails to provide satisfactory service, CAPK may terminate this Agreement with a written notice.
- 16. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.
- 17. SEVERABILITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision will remain in full force and effect.
- 18. APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
- 19. ADDITIONAL TERMS AND CONDITIONS.** **Attachment C**, attached hereto and incorporated herein, contains CAPK's Additional Terms and Conditions which are made a part of this Agreement.

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

VENDOR: PLC HEATING & AIR

LICENSE NO.: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Executive Director

CAPK Staff Initials			

Attachment A

RFP CAPK Energy 2016-001
SUBCONTRACTOR - APPLIANCES
BID FORM

Unit Price Quote:

Please provide a unit price quote for each of the items listed below. **The price quote must be a total cost including material, labor and permit.** The complete job includes the new appliance, installation and removal and disposal of the removed appliance, and cleanup of debris created during the installation. Price quotes should be for a normal installation. Additional charges for unusual situations are handled on a case-by-case basis.

All pricing should include crane rental, permit, Hers duct test and certificate where applicable, as well as the removal and disposal of all the old equipment and trash.

1. SMOKE AND CARBON MONOXIDE DETECTORS

• Smoke detector	<u>\$ 145.00</u>
• Carbon monoxide detector	<u>\$ 145.00</u>
• Combination smoke detector and carbon monoxide detector	<u>\$ 185.00</u>

2. WALL FURNACE

Remove existing wall furnace and vent system (metal). Install new wall furnace with 78% efficiency, vent system and gas flex and valve at furnace location.

▪ Single sided – 35,000 BTU	<u>\$ 1,561.00</u>
▪ Double sided – 50,000 BTU	<u>\$ 1,750.00</u>

3. HEATER - EXTERIOR WALL DIRECT VENT

Remove existing direct vent heater and install a new direct vent heater with 78% efficiency, a new gas flex and valve.

• Heater – 35,000 BTU	<u>\$ 2,337.00</u>
• Heater – 50,000 BTU	<u>\$ 2,544.00</u>

4. HEATER – FLOOR FURNACE

Remove existing floor furnace and install new floor furnace, no floor cutting required. Replace horizontal metal vent (4') to existing vertical vent, and gas flex and valve.

▪ Floor furnace – 60,000 BTU	<u>\$ 2,394.00</u>
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5. DUAL PAC ROOFTOPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect, gas flex and valve and condensate drain in copper.

• 2 ton	<u>\$ 5,443.00</u>
• 2.5 ton	<u>\$ 5,636.00</u>
• 3 ton	<u>\$ 5,670.00</u>
• 3.5 ton	<u>\$ 6,122.00</u>
• 4 ton	<u>\$ 6,251.00</u>
• 5 ton	<u>\$ 6,543.00</u>

6. FORCED AIR UNIT (FAU) UP FLOW

Remove the existing FAU and install a new up flow high efficiency (80% or higher AFUE rating) FAU, closet installation, adapt to existing supply plenum. No duct work required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

• 40,000 BTU	\$ 3,627.00
• 60,000 BTU	\$ 3,689.00
• 75,000 BTU	\$ 3,689.00
• 80,000 BTU	\$ 3,776.00

7. FORCED AIR UNIT (FAU) HORIZONTAL FLOW

Remove the existing FAU and install a new horizontal high efficiency (80% or higher AFUE rating) FAU in the attic with existing legal platform: Attic access 30" x 30". Adapt to existing supply and return plenums, vent into the existing roof stack.

• 40,000 BTU	\$ 3,627.00
• 60,000 BTU	\$ 3,689.00
• 75,000 BTU	\$ 3,689.00
• 80,000 BTU	\$ 3,776.00

8. ROOFTOP HEAT PUMPS (14 SEER, R410A, SINGLE PHASE)

Remove the existing rooftop system and stand. Install a new transition, angle iron stand and rooftop system. Install a new electrical disconnect and condensate drain in copper.

• 2 ton	\$ 5,153.00
• 2.5 ton	\$ 6,109.00
• 3 ton	\$ 6,340.00
• 3.5 ton	\$ 6,612.00
• 4 ton	\$ 6,940.00
• 5 ton	\$ 7,281.00

9. SPLIT SYSTEM GAS/ELECTRIC

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSERS (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$ 2,468.00
• 2.5 ton	\$ 2,593.00
• 3 ton	\$ 2,728.00
• 3.5 ton	\$ 2,920.00
• 4 ton	\$ 3,145.00
• 5 ton	\$ 3,422.00

FURNACES UP FLOW (80% or higher AFUE Rating; 15 Volts)

• 2 ton; 40,000 BTU	\$ 1,630.00
• 3 ton; 70,000 BTU	\$ 1,642.00
• 4 ton; 90,000 BTU	\$ 1,807.00
• 5 ton; 110,000 BTU	\$ 1,910.00

RFP CAPX Energy 2016-001 Bid Form

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

• 2 ton	\$ 1,153.00
• 2.5 ton	\$ 1,153.00
• 3 ton	\$ 1,153.00
• 3.5 ton	\$ 1,333.00
• 4 ton	\$ 1,333.00
• 5 ton	\$ 1,421.00

10. SPLIT SYSTEM HEAT PUMPS

Remove the existing up flow heat pump split system and install a new up flow heat pump split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a bi flow drier, no duct work is required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$ 2,771.00
• 2.5 ton	\$ 2,816.00
• 3 ton	\$ 2,987.00
• 3.5 ton	\$ 3,036.00
• 4 ton	\$ 3,408.00
• 5 ton	\$ 3,747.00

AIR HANDLERS (14 SEER, R410A, SINGLE PHASE W/HEAT STRIP)

• 2 ton	\$ 2,257.00
• 2.5 ton	\$ 2,411.00
• 3 ton	\$ 2,411.00
• 3.5 ton	\$ 2,519.00
• 4 ton	\$ 2,534.00
• 5 ton	\$ 2,649.00

11. MOBILE HOME SPLIT SYSTEM DOWN FLOW

Remove the existing down flow split system and install a new down flow high efficiency (80% or higher AFUE rating) split system, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work required.

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$ 2,468.00
• 2.5 ton	\$ 2,593.00
• 3 ton	\$ 2,728.00
• 3.5 ton	\$ 2,920.00
• 4 ton	\$ 3,145.00
• 5 ton	\$ 3,422.00

FURNACE (80% EFFICIENCY -- DOWN FLOW FURNACE MOBILE HOME APPROVED)

• 56,000 BTU	\$ 1,794.00
• 70,000 BTU	\$ 1,813.00
• 77,000 BTU	\$ 1,825.00
• 90,000 BTU	\$ 1,840.00

EVAPORATOR COIL (14 SEER, R410A, DOWN FLOW)

• 2 ton	\$ 1,227.00
• 2.5 ton	\$ 1,227.00
• 3 ton	\$ 1,227.00
• 3.5 ton	\$ 1,313.00
• 4 ton	\$ 1,313.00
• 5 ton	\$ 1,313.00

12. MOBILE HOME SPLIT SYSTEM UP FLOW

Remove the existing up flow split system and install a new up flow high efficiency (80% or higher AFUE rating) split system, closet installation, adapt to existing supply plenum. Flush the line set and reconnect with a liquid line drier, install all new venting, no duct work is required. (Closet alteration for free air requirements to be bid separately on an individual basis.)

CONDENSER (14 SEER, R410A, SINGLE PHASE)

• 2 ton	\$ 2,468.00
• 2.5 ton	\$ 2,593.00
• 3 ton	\$ 2,728.00
• 3.5 ton	\$ 2,920.00
• 4 ton	\$ 3,145.00
• 5 ton	\$ 3,422.00

FURNACE (80% EFFICIENCY -- UP FLOW FURNACE MOBILE HOME APPROVED)

• 56,000 BTU	\$ 1,794.00
• 70,000 BTU	\$ 1,813.00
• 77,000 BTU	\$ 1,825.00
• 90,000 BTU	\$ 1,840.00

EVAPORATOR COIL (14 SEER, R410A, UP FLOW)

• 2 ton	\$ 1,450.00
• 2.5 ton	\$ 1,450.00
• 3 ton	\$ 1,450.00
• 3.5 ton	\$ 1,610.00
• 4 ton	\$ 1,610.00
• 5 ton	\$ 1,610.00

13. DUCTWORK

Duct work is to be priced by the linear foot, including the labor cost per foot.

• 4" - 5" flexible ductwork - R6	\$ 4.90
• 6" - 7" flexible ductwork - R6	\$ 5.28
• 8" - 9" flexible ductwork - R6	\$ 6.40
• 10" - 12" flexible ductwork - R6	\$ 8.20
• 14" - 16" flexible ductwork - R6	\$ 9.20
• 18" - 20" flexible ductwork - R6	\$ 12.80

14. **THERMOSTAT**

Remove the old thermostat and install a new programmable thermostat.

- 5-2 Day Programmable

\$ 213.00

15. **EVAPORATIVE COOLER – ROOF**

Remove the old down flow cooler and install a new 4500 CFM down flow cooler with a new ½ horse power single speed motor, install a new ¾" copper water line and shut off valve, install a new metal leg kit.

\$ 1,750.00

16. **EVAPORATIVE COOLER – WINDOW**

Remove the old window cooler and install a new 4500 CFM window cooler, install a new ¾" copper water line and shut off valve, install a new chain hanging kit, seal around the window opening, if needed

\$ 1,636.00

17. **AIR CONDITIONER – WINDOW**

Remove the old window air conditioner and install a new 12K BTU window air conditioner 115 volts straight cooling, install a new chain hanging kit, seal around the window opening, if needed.

\$ 1,255.00

18. **HOT WATER HEATER – ELECTRIC, NATURAL GAS OR PROPANE**

Include in your price quote new water heater gas line valve, gas connector, flex water connectors, ¾" water gate valve and vent materials to existing ceiling jack. All water heaters must be secured to structure top and bottom for earthquake strapping. Price quotes are to include permit costs, if applicable.

- 30-gallon water heater installed in garage on existing 18" platform
- 40-gallon water heater installed in garage on existing 18" platform
- Construction and installation of new 18" platform
- 30-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- 40-gallon water heater installed outside on existing concrete pad in existing metal cabinet enclosure
- Construction and installation of new outside cabinet enclosure, with concrete pad and new vent system extending above roof eaves
- 30-gallon water heater installed in indoor cabinet enclosure
- 40-gallon water heater installed in indoor cabinet enclosure
- 30-gallon water heater installed in indoor open area (i.e., laundry room)
- 40-gallon water heater installed in indoor open area (i.e., laundry room)
- Cost per foot for additional piping, installed
 - Copper 3/4"
 - Galvanized 3/4"

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

\$ N/A

19. FREE STANDING RANGE – ELECTRIC (220 Volt), COOK TOP (GAS, ELECTRIC, PROPANE)

All counter tops and 30" free-standing ranges will be provided by the Contractor. Incidental charges for other than "kind for kind" installations are handled on an individual job basis and are to be quoted and billed separately.

All installations will include removal and disposal of old range, installation of line valve and connector. Price quotes are to include permit costs, if applicable.

- 30" free-standing range
- 4-burner countertop unit with electric ignition, requiring no incidental work (straight drop in)

\$ N/A

\$ N/A

20. ADDITIONAL SERVICES

Hourly rate for Service Technician

\$ \$83.00

Hourly rate for Two-man Service Crew

\$ \$166.00

Mark-up for additional material not listed in per unit bids above (percentage)

10 %

Mileage charges (when applicable), not to exceed the IRS standard mileage rate

\$ 57.5 cents

VENDOR:

PLC Heating & Air

Company Name

Signature

Erick Puente

Printed Name

May 9, 2016

Date

ATTACHMENT B

REQUIRED INVOICE FORMAT

AIR & HEATING COMPANY

February 1, 2016

INVOICE #1234

Customer Community Action Partnership of Kern		Customer Name: John Doe	
Address 5005 Business Park North, Bakersfield, CA 93309		Address Jane Doe Avenue, Bakersfield, CA 93301	
Phone 861-336-5203		Phone 861-123-4567	
Invoice date: February 1, 2016 [Salesperson Name]		Delivery Date January 1, 2016 Purchase Order # 12345	

Qty.	Item#	Description	Unit Type	Unit Price	Total \$ Amt
1		Dual Pac Rooftop Unit - 3.5 ton, 14 Seer, R410A, Single Phase) including material, labor and permit	Ea.	\$2,100	\$2,100.00
3		Labor for additional services (if necessary)	Hr.	\$90	\$270.00
10		8" flexible duct work (if necessary)	LF	\$15	\$150.00
Subtotal					\$2,520.00
Sales Tax					\$86.25
Grand Total					\$2,606.25

Thank you for your business!

Air & Heating Company

123 - 45th Street, Bakersfield, CA 93301

p. 861-654-3210 | f. 861-891-0123 | coolbreeze@air.com

ATTACHMENT C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

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

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

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

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

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

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

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

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

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

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

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

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

Signature

Date

Print Name

Company Name

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Board of Directors

From: Amanda Norman, Assistant to the Executive Director

Date: June 29, 2016

Subject: *Agenda Item VII(a):* Program Review and Evaluation Committee

The Program Review and Evaluation Committee meeting on June 15, 2016 was cancelled due to lack of quorum.

COMMUNITY ACTION PARTNERSHIP of KERN
BOARD OF DIRECTORS
BUDGET & FINANCE COMMITTEE MEETING
5005 Business Park North, Bakersfield, CA
June 22, 2016
12:00 p.m.

1. **Call to Order**

Warren Peterson called the meeting to order at 12:00pm at the Community Action Partnership of Kern Administrative Building, 5005 Business Park North, Bakersfield, CA.

2. **Roll Call**

Roll call was taken with a quorum present:

Board members present: Warren Peterson, Tony Martinez, Yolanda Ochoa (left at 1:08pm) and Ana Vigil (arrived at 12:02pm)

Board members absent: Kathleen Philley

Others present: Jeremy Tobias, Executive Director; Christine Anami, Director of Finance; Ralph Martinez, Director of Community Development; Carmen Segovia, Director of Health and Nutrition; Emilio Wagner, Director of Operations, Romala Ramkissoon, Director of Community Services; other CAPK staff.

3. **Approval of Agenda**

Warren Peterson stated three items will be added to the agenda: (5e) Solar Pilot Program Agreement with Fresno EOC – Romala Ramkissoon, Director of Community Services, (5f) 211 Proposal for United Way of Fresno County – Romala Ramkissoon, Director of Community Services, (5g) CDBG Agreement to Fund Food Bank Solar Project – Emilio Wagner, Director of Operations.

Jeremy stated the items were brought to the agency's attention after the posting of the agenda and need immediate attention.

Motion was made and seconded to approve the Budget & Finance Committee meeting agenda for June 22, 2016 with the requested amendments. Carried by unanimous vote. (Ochoa/Martinez)

4. **Public Forum:** *(The public may address the committee on items not on the agenda. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.)*

No one addressed the committee.

5. **New Business**

- a. WIC Vacation Pay Out and Vacation Policy – Carmen Segovia, Director of Health and Nutrition – ***Action Item***

Carmen Segovia stated WIC is in the first year of a four year contract. Up until September 30, 2014, the WIC program had been funding accrued vacation time in a separate cash accrued bank account. However, this practice is no longer allowed in the current WIC contract, which requires that vacation time can only be used during the term of the contract it was accrued in. For multiple year contracts, vacation time may be carried from one year to the next but not from one contract to the next. The contract also states that an employee can only be paid a maximum of fifty two weeks in a year, including all payouts. An employee has the option of using all of their earned vacation time each year of a multiyear contract or we may allow a carryover of a small amount between years within a multi-year contract. But allowing too much carryover and accumulation of vacation and then using all accumulated vacation in the fourth year would not be good for the program. Allowing too many employees to use all vacation in the fourth year would not allow adequate staffing at WIC sites which would cause a decline in customer service which would have an adverse effect on program participation. Carmen stated the current CAPK vacation policy states that an employee can carry (bank) a specified amount of vacation time from one year to the next. The vacation time can be used as time off or if certain requirements are met, the employee may request a cash out option of up to forty hours in a calendar year.

Jeremy Tobias stated the agency would prefer to keep accrued cash accounts and to follow the CAPK general vacation policy, but State WIC is no longer allowing us to do so. The cash account for accrued vacation time has stopped accruing, and is currently only holding cash from prior years. State WIC in general is stating that employees are to use vacation time in current years, and close out at end of each contract. Since we cannot allow employees to maintain a balance, the employees need to be paid for their vacation time out of the account.

Ana Vigil asked if there is a certain amount of hours that employees can carry over and Carmen stated the CAPK vacation policy allows an employee to carry over but the State WIC contract now dictates that the employee cannot carry over any vacation between contracts.

Warren Peterson asked if WIC can control when the employees can take vacation and Carmen stated the program can.

Tony Martinez asked how many employees are in the WIC Program and are the employees aware of this change. Beth Tolley stated the program has about 80 employees and they are aware and have been briefed on the policy changes.

Yolanda Ochoa asked if any of the WIC employees were part of an employee Union and Carmen stated there are not employees who are part of a Union.

Motion was made and seconded to approve the WIC Vacation Pay Out and Vacation Policy. Carried by unanimous vote. (Vigil/Ochoa)

- b. Update on Energy Program Restructuring and Internal Controls Improvement – Romala Ramkissoon, Director of Community Services – ***Info Item***

Romala Ramkissoon stated this is an update regarding the Energy program and recent changes to internal controls and staffing. At the end of the fiscal year, the program conducts a count of the inventory and reconciles to the General Ledger. In March/April of 2015, significant discrepancies were identified with the Energy inventory. During the review, the general ledger showed to be greater than the value of the physical inventory count by about \$91,000. She stated the Human Resources department investigated and found no evidence of fraud or theft. A thorough review of the programs inventory policies and procedures were also completed. By December 2015, all program changes were implemented and reconciliations of inventory have been completed every month. She stated the final step is for the Director of Finance to complete an internal audit. Christine Anami, Director of Finance, will be there next week to conduct the audit. This issue with the inventory cannot be charged to any grants, but with the water tank installation program or the new Solar PV program, the program will be able to cover the expenditures as those programs will bring in unrestricted revenue.

Warren Peterson asked Romala what happened. She stated they met with all staff and no one could provide a reason. It was realized there was not correct monitoring of the inventory. Romala said she was relocated to 19th street and is now in charge of the day-to-day operations to make sure this does not happen again.

Warren asked if this is something the auditors would have seen during the audit and Christine Anami stated this is not something that Brown Armstrong chose to specifically target or look at during the audit, due to the fact that the Energy warehouse inventory value may be seen as insignificant in the big picture. However, they do review the Food Bank inventory due to the larger value associated with it. However, Jeremy clarified that he has directed Chris to include the Energy warehouse inventory in future audit reviews.

Warren recommended this item go forward to the Board meeting, and Jeremy stated it is placed on next week's Board of Directors agenda.

Tony Martinez asked if the reported loss has to be reported to the Funder and Chris stated we are not required to report it due to the fact that we are not charging anything against the grant.

Ana Vigil asked if there is now someone reviewing and counting the inventory and Romala stated that they have brand new staff managing inventory and multiple employees for check and balances. Jeremy added that significant staffing changes were made, some of which were described in a closed session report to the Board last year.

- c. Application Status Report and Funding Requests - Ralph Martinez, Director of Community Development – **Action Item**

Ralph Martinez stated one funding application was awarded by United Way of Kern County for the Food Bank in the amount of \$84,507. Two applications were declined; Junior League of Bakersfield for \$5,000 for the East Kern Family Resource Center and First 5 Kern for \$332,859 for 211. Three funding applications have been submitted; PG&E for \$3,000 for the Friendship House, Starbucks Foundation for \$49,606 for the Friendship House and Shafter Youth Center, and United Way of Fresno and Madera Counties.

Motion was made and seconded to approve the Application Status Report and Funding Requests. Carried by unanimous vote. (Martinez/Ochoa)

- d. Head Start and Early Head Start Budget to Actual Reports – Donna Holland, Fiscal Manager – **Info Item**

- Kern Head Start & Early Head Start Budget to Actual for the Period Ending May 31, 2016

Donna Holland stated a majority of the Head Start employees are off during the months of June and July which is why actual salaries are not expended equally over the fiscal year and are expected to be higher through May. In the equipment category, funds were budgeted to purchase four program vehicles and three playground/shade structures. The non-federal share is at 35% of the budget and in-kind is at 39% of the budget. The five centers with the highest percentage of the goal met were Planz, Fairfax, Sunrise Villa, Casa Loma and Alicante. The five centers with the lowest percentage of the goal met were Tehachapi, Wasco, Pete H. Parra, Rosamond and Mojave.

- San Joaquin Early Head Start Budget to Actual for the Period Ending May 31, 2016

Donna Holland stated personnel and fringe benefits are less than budgeted at this point in the year due to vacancies and normal turnover. Expenditures in Supplies is a little higher than anticipated at this point in the program year. The non-federal share is at 7% of the budget and some of the challenges include not having all the centers opened and turnover of staff.

- Partnerships Early Head Start Child Care Budget to Actual for the Period Ending May 31, 2016

Donna Holland stated the partnership grant began March 2015 and is for 18 months and they expect to fully expend the start-up funds and they expect save in the personnel and fringe benefits. Expenditures for supplies are higher than anticipated at this point in the program year. They expect savings in contractual and are going to propose to carry over unexpended funds and will come to the board next week for approval. Training & Technical Assistance can be carried over and will also be brought to the board next week.

- e. Solar Pilot Program Agreement with Fresno EOC – Romala Ramkissoo, Director of Community Services – **Action Item**

Romala Ramkissoo stated CAPK receives funding from the Greenhouse Gas Reduction Fund (GGRF) which is through CSD. CSD has re-distributed funds from the Cap and Trade program to LIHEAP service providers through the LIWP program. CSD has also entered into an agreement with Fresno Economic Opportunities Commission (EOC) to implement a Solar PV Pilot. CSD has extended the pilot for a contract period for this second phase of July 1, 2016 - April 30, 2017. The agreement is a fixed fee contract and CAPK will receive \$4.50 per watt of solar installed. CAPK has been allocated 140,000 watts which is approximately 35 homes receiving a solar PV system.

Motion was made and seconded to approve the Solar Pilot Program Agreement with Fresno EOC. Carried by unanimous vote. (Martinez/Vigil)

- f. 211 Proposal for United Way of Fresno County – Romala Ramkissoo, Director of Community Services – **Action Item**

Romala Ramkissoo stated United Way of Fresno contacted us June 9th and requested a proposal from CAPK to handle their after-hour and weekend calls and we submitted a proposal as requested. Upon the receipt of the proposal, we were then asked to submit another proposal for handling all of their 211 calls 24/7. CAPK has proposed to charge an annual fee of \$189,900 in the first year, with a 3% annual escalation each year. The proposed fee is for 30,000 calls per year limit and will invoice UWFC \$15,825 per month for the first year base amount. She stated the agency proposed a three year contract and after each of the contract years, the call volume will be reviewed and any calls exceeding the 30,000 annual limit will be charged at a rate of \$6.23 per call. The proposal was submitted Monday and we are waiting for a response from UWFC regarding the submitted proposal.

Ana Vigil asked if the additional calls will affect the calls in Kern County and Romala stated it will not affect the calls for Kern County as 211 answers calls for other counties also. We have adequate capacity for the other smaller contracts, but this new larger contract will warrant new employees, but we will hire adequate staffing prior to beginning service.

Motion was made and seconded to approve the 211 Proposal for United Way of Fresno County. Carried by unanimous vote. (Martinez/Vigil)

- g. CDBG Agreement to Fund Food Bank Solar Project – Emilio Wagner, Director of Operations – **Info Item**

Emilio Wagner stated this is an update regarding the solar project at the Food Bank. They currently have \$349,000 for the project; \$249,000 is from the city and county CDBG funds, and \$100,000 from the Bakersfield Californian Foundation. The agency has received a joint agreement from the city and county and it will be brought to the

Board meeting next week for review and approval. The project delivery method called for in the RFP is a design-build strategy and they will seek a contractor to maximize the

project to help reduce energy costs. The agency is given 44 weeks to complete the project and Emilio feels that the project can be completed in a shorter amount of time.

6. **Finance Director Report**

a. Discretionary Fund Update – ***Info Item***

Christine Anami stated the majority of the activity for the month of May was from the Humanitarian Awards. She also added The Give Big Kern event in the amount of \$539 to the fund.

b. Financial Statements, May 2016 – ***Action Item***

Christine Anami stated the summary, using the line of credit, shows that the agency had to borrow \$50,000 for one day. The operating cash summary shows a total of \$2,756,363.03 for the agency. The analysis of the child care food program has been updated through May and 67,153 meals were prepared. She stated Finance will calculate the cost for preparing an adult meal, annually, is \$2.67 per meal. The increase is due to buying prepackaged meals to reduce waste and according to Head Start management, they have also moved to bulk buys where appropriate. She stated the division/program monthly activity report is new, and it indicates how many transactions are processed each month in the Finance department. She mentioned to the committee that the agency has finalized the loan for the refinance of the Campus Pete Parra site with Rabobank this month. It took a lot of time and effort since speaking of it almost a year ago. Jeremy signed the loan in early June for \$2.3 million for Pete H. Parra Center and warehouse facility with a fixed rate and a monthly payment of \$24,000 for 10 years.

Motion was made and seconded to approve the Financial Statements, May 2016. Carried by unanimous vote. (Martinez/Vigil)

7. **Committee Member Comments**

Warren Peterson thanked staff for a great meeting.

8. **Next Scheduled Meeting**

Budget & Finance Committee Meeting
Wednesday, August 17, 2016
12:00 p.m.
5005 Business Park North
Bakersfield, California 93309

9. **Adjournment**

The meeting adjourned at 1:30pm.

**COMMUNITY ACTION PARTNERSHIP OF KERN
DISCRETIONARY AND FUND RAISING FUNDS
FOR THE MONTH ENDED MAY 31, 2016**

	03/01/16- 04/30/16	05/01/16- 05/31/16	TOTAL
BEGINNING BALANCE (NOTE 1)	404,313.05		404,313.05
CASH RECEIPTS			
2016 Awards Banquet Donations	25,075.00	24,520.00	49,595.00 a
Donations	267.00	983.15	1,250.15
Give Big Kern Donations	0.00	539.46	539.46
Misc. Revenue	1,558.08 b		1,558.08
Gain on Sale of Vehicles	7,837.43		7,837.43
Interest Income/Union Administrative Fee	190.64	104.55	295.19
TOTAL CASH RECEIPTS	34,928.15	26,147.16	61,075.31
CASH DISBURSEMENTS			
Line of Credit Interest Expense	183.26		183.26
Line of Credit Unused Commitment Fee	443.92		443.92
2016 Awards Banquet Expenses	35.70	20,132.89	20,168.59 a
Fundraising	318.00	159.00	477.00
Miscellaneous Expenses	0.00	24.60	24.60
Indirect Costs	35.37	1,769.15	1,804.52
TOTAL CASH DISBURSEMENTS	1,016.25	22,085.64	23,101.89
CASH PROVIDED (USED)	33,911.90	4,061.52	37,973.42
ENDING BALANCE	438,224.95		442,286.47
		Discretionary Cash	238,611.40
		Fund Raising Cash	205,888.11
			444,499.51
		Add: Prepaid	18.72
		Less: AP	(427.24)
		Less: Indirect	(1,804.52)
			442,286.47
		Less: Reserve for Friendship House Community Center Quad Project	(15,000.00) c
			427,286.47

NOTES

1. For the year ended 2/29/16, the net increase to the Discretionary/Fund Raising Funds was \$67,602.89.

a. As of 5/31/16, net 2016 awards banquet gain is \$35,761.24 (@ FYE 2/29/16 = 6,334.83 + 29,426.41 for 2016/17).

b. Rebate from Office Depot.


c. Approved at the 2/24/16 Board of Directors' meeting.

Date Prepared: 6/14/16

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Budget & Finance Committee

From: Carmen Segovia, Director of Health and Nutrition 
Elizabeth Tolley, WIC Program Manager

Date: June 22, 2016

Subject: *Agenda Item 5a: WIC Vacation Pay Out and Vacation Policy – Action Item*

The WIC Program is in the first year of a four year contract. Up to September 30, 2014, the WIC Program had been funding accrued vacation time in a separate cash accrued bank account. However, this practice is no longer allowed in the current contract.

The current WIC contract requires that vacation time can only be used during the term of the contract it was accrued in. For multiple year contracts, vacation time may be carried from one year to the next but not from one contract to the next. (Refer to Attachment A, section f). The contract also states that an employee can only be paid a maximum of fifty two weeks in a year. For multiple year contracts the fifty two weeks is added accumulatively for the total term of the contract (Refer to Attachment A, section f, example 2 & 3). Therefore, during a four year contract an employee can be paid up to two hundred and eight weeks of work. (4 x 52). Vacation time not taken in the first 3 years can be taken in year four and the program would still be in compliance with the fifty two week restriction. However, if too many employees took extended time during the 4th year, WIC sites could not be adequately staffed causing a deterioration in customer service which would have an adverse effect on program participation.

The current CAPK vacation policy states that an employee can carry (bank) a specified amount of vacation time from one year to the next. The amount of time allowed to be carried over depends on the employee's length of employment with CAPK. The vacation time that has been banked can be used as time off or if certain requirements are met, the employee may request cash out up to forty hours in a calendar year. The conflict with the current CAPK vacation policy and the requirement of the WIC contract is that if an employee opts to cash out up to forty hours of accrued vacation, then the 52 paid weeks per year would be exceeded; also, at the end of year four, accrued vacation time cannot be carried over to the next contract. Both of these situations would put CAPK at risk of an audit finding.

To avoid the risk of an audit finding, the accrued vacation time that has been funded over the years up to September 30, 2014 will be paid out to WIC staff based on their remaining balances and a Vacation Policy for WIC employees that is compliant with the WIC contract will

be implemented. The proposed WIC Vacation Policy identifies the limited vacation hours that can be carried from year to year within the contract period and that all vacation time must be used by the end of the last year of the contract. In this case, September 30, 2019. (Refer to Attachment B: WIC Vacation Policy).

Recommendation:

Staff recommends the Budget & Finance Committee approves the proposed pay out of accrued vacation hours for eligible WIC staff and approval of the proposed WIC Vacation Policy.

Attachment: WIC Vacation Policy

Community Action Partnership of Kern

WIC Program

Policy: Vacation Accrual/Usage	Relates to:	Issued Date:
Effective Date:	Review Date:	Approved by:

Policy Title: WIC Vacation Accrual/Usage Policy

Statement of Purpose:

The Vacation Accrual/Usage Policy provides direction on how WIC employees can plan and use their accrued vacation time based on the WIC contract restrictions.

Policy Rationale and Benefits:

The WIC contract requires that vacation time accrued during the contract will be used and not carried into another contract. An overall plan for management of accrued vacation time is still being developed. However, the following has been tentatively approved:

1. WIC employees should take time off as it is being accrued.
2. WIC employees will be allowed to carry no more than 40 accrued hours into the next program year (within the same contract period), unless there is an agreement approved by the Program Manager that specifies one of the following:
 - i. A planned date of separation from employment with CAPK at which time accrued vacation will be paid out.
 - ii. A planned extended time off. Time off will only be approved if the following conditions exist:
 - a. The employee has adequate vacation time at the start of the planned time off.
 - b. The planned time off is at least 6 months prior to the end of the contract.
 - c. The employee cannot cancel or change the agreement.
3. To help employees use their vacation time most WIC sites will be closed rotationally during the 3 weeks of the Christmas/New Year's Holidays (the week of Christmas, the week between Christmas and New Year's and the week after the New Year). The number of sites kept open will be adequate to serve participants and allow staff to work if they do not have enough time to take off. Staff will be required to take time off, if they have any accrued time unless they have an approved agreement for using it later.
4. WIC sites maybe closed during other appropriate times if closing them will not present a barrier to participants. i.e. the week of Thanksgiving
5. By June 30, 2016 all staff are to give their vacation plans/requests through January 2017 to the WIC Administrative Coordinator, Lorna Speight.
6. WIC employees will not be allowed to cash out any accrued vacation hours.
7. WIC employees will not be allowed to carry any accrued vacation hours into the next contract.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. **Earned/Accrued Compensation**
 - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

COMMUNITY ACTION PARTNERSHIP OF KERN

MEMORANDUM

To: Budget & Finance Committee

From: Romala Ramkissoo, Director of Community Services

Date: June 22, 2016

Subject: *Agenda Item 5e: Solar Pilot Program Agreement with Fresno EOC – Action Item*

In 2014/2015 CSD received Cap and Trade funding from the State of California Greenhouse Gas Reduction Fund (GGRF). Programs funded by GGRF are outcomes-based and primarily focused on reductions in GHG emissions. CSD has re-distributed these funds to LIHEAP service providers through the LIWP program. CSD also entered into agreement with Fresno Economic Opportunities Commission (Fresno EOC) to implement a Solar PV Pilot with a few LIHEAP service providers including Community Services and Employment Training Inc. (CSET), Merced County Community Action Agency, Community Resource Project (Sacramento County), Community Action Partnership of Madera, and Pacific Asian Consortium in Employment (PACE).

CSD has provided Fresno EOC with an extension to the pilot which includes additional and the addition of 3 additional agencies to the Pilot include CAPK. The other 2 agencies are Community Action Partnership of Orange County and Central Valley Opportunity Center (CVOC). The contract period for this second phase of the pilot is July 1, 2016 – April 30, 2017. This agreement is a fixed fee contract and CAPK will receive \$4.50 per watt of solar installed. CAPK has been allocated 140,000 watts which is approximately 35 homes receiving a Solar PV system.

Recommendation:

Staff recommends the Budget & Finance Committee approves staff to enter and sign the agreement with Fresno EOC for the 2015 LIWP Solar PV Pilot program.

Attachment: 2015 LIWIP Solar PV Pilot Agreement with Fresno EOC

BOARD OF DIRECTORS

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Ana Vigil
North Kern County
Representative

Ashley Womack
Head Start Policy Council
Representative

EXECUTIVE DIRECTOR
Jeremy T. Tobias

June 20, 2016

May Gnia Her
Vice President of Community Impact
United Way Fresno and Madera Counties
4949 E. Kings Canyon Rd.
Fresno, CA 93727-3812

**Re: Proposal for United Way Fresno & Madera Counties 211 Helpline
24/7 Call Answering Services**

Dear Ms. Her:

On behalf of Community Action Partnership of Kern (CAPK), I am pleased to provide you with the following proposal to provide the United Way of Fresno and Madera Counties (UWFMC) 211 Helpline with 24/7 call answering services. This proposal, if accepted, is subject to negotiation of a contract between CAPK and UWFMC.

CAPK's original Helpline program was established in 1996 and in 2007 received the California Public Utilities Commission (CPUC) designation to be the 211 provider for Kern County. In early 2015, 211 Kern received the Alliance of Information and Referral Systems (AIRS) accreditation. AIRS Accreditation is the primary quality assurance mechanism for affirming I&R excellence. Our services are provided 24 hours a day/7 days a week. In 2015, 211 Kern received over 87,000 calls, and the CAPK 211 Web page captured over 14,000 unique Web site visitors and over 55,000 Web searches. 211 Kern is staffed with 13 full and part-time I&R Specialists, a 211 Program Specialist, a 211 Supervisor and a Program Manager. 211 Kern conducts regularly scheduled staff training, call monitoring, and monthly reviews of Five9 and iCarol reports to ensure that the staff is providing accurate information and quality services to the community.

211 Kern uses a combination of office and telecommute staff to handle its calls. This same model will be used to handle UWFMC calls. This practice is similar to how other 211 call centers within California and across the nation meet the need for 24/7 services. Telecommute assignments are approved after the Program Manager visits the employee's home to view the work area to ensure that the work station supports and maintains caller confidentiality and can meet technical specifications. 211 Kern has used this model (office and telecommute staff) since 2011 with excellent results. There is always a Manager or Supervisor assigned to assist the telecommute staff if needed.

May Gnia Her
Vice President of Community Impact
June 20, 2016
Page 2

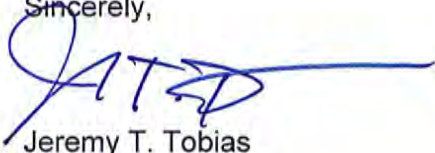
211 Kern, in collaboration with the Kern County Office of Emergency Services (OES), is also a Disaster and Emergency Response Center. If a disaster or emergency were to occur in the county, 211 Kern staff is trained to take nonemergency calls to help people get assistance and to provide updated information. 211 Kern routinely participates in County-wide disaster training and public outreach events, such as the recent public forums for El Nino Preparedness.

CAPK proposes to charge UWPMC an annual fee of \$189,900 in the first year, with a 3% annual escalation each year. This fee is based on 30,000 calls per year limit, with an additional fee to be charged if the limit is exceeded. CAPK will invoice UWPMC on a monthly basis at \$15,825 per month for the first year base amount. CAPK is proposing a 3-year contract and at the end of each contract year, the call volume will be assessed and any calls that exceed the 30,000 limit will be charged at a per call rate of \$6.23 per call. For the last month's invoice, of each contract year, CAPK will include any additional fee for calls that exceed 30,000.

CAPK's proposed fee is to only handle UWPMC 211 calls. Communications charges for the telephony vendor (Five 9) will be covered by UWPMC. Also if additional database questions need to be added during the contract period, CAPK and UWPMC will negotiate a fee to include additional questions.

If you have questions regarding our bid or require additional information, please contact Romala Ramkissoon, Director of Community Services, at (661) 336-5236, ext. 1177, or via e-mail at rramkiss@capk.org.

Sincerely,



Jeremy T. Tobias
Executive Director

pm

cc: Romala Ramkissoon
Esperanza Contreras

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNDING REQUESTS AND APPLICATION STATUS REPORT
PENDING - MAY 2016

DATE OF MEETING	DATE OF APP SUBMISSION	FUNDING SOURCE	PROGRAM/PROPOSAL	AMOUNT REQUESTED
12/9/15 (Exec)	11/24/15	USDA/ National Institute of Food and Agriculture (NIFA)	Food Bank : Kern Nutrition on Wheels	\$ 329,500
2/10/2016 (PRE)	2/16/2016	Kaiser Permanente Kern County	FHCC: Grow Fit	\$ 13,181
2/17/2016 (B&F)	2/25/2016	AstraZeneca	FHCC & SYC: Grow Fit	\$ 175,198
3/30/2016 (Board)	2/26/2016	Chevron 2016 Social Investment Program	FHCC & SYC: STEM	\$ 21,500
4/20/2016 (B&F)	4/20/2016	California Department of Education	Central Kitchen: Summer Food Service Program	\$ 59,943
5/11/2016 (PRE)	4/25/2016	Kern Family Health Care	East Kern Family Resource Center: Emergency Supplies Closet	\$ 2,000
5/25/2016 (Board)	5/20/2016	Target Community Engagement	SYC/Art Smart	\$ 2,500
6/15/2016 (PRE)	5/26/2016	PG&E	FHCC:Computer Lab Upgrade	\$ 3,000
5/25/2016 (Board)	5/31/2016	U.S Dept of Treasury/ IRS	VITA	\$ 960,180

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNDING REQUESTS AND APPLICATION STATUS REPORT
AWARDED - MAY 2016

DATE OF MEETING	DATE OF NOTIFICATION	FUNDING SOURCE	PROGRAM/PROPOSAL	AMOUNT REQUESTED	AMOUNT AWARDED	FUNDING PERIOD
11/12/2015 (PRE)	12/28/15	Southern California Gas Co.	Food Bank	\$ 2,000	\$ 2,000	11/14/2015
10/21/2015 (B&F)	12/31/15	California Department of Community Services & Development (CSD)	Energy (LIHEAP)	\$ 8,105,936	\$ 8,105,936	1/01/2016-1/31/2017
10/21/2015 (B&F)	12/31/15	California Department of Community Services & Development (CSD)	CSBG	\$ 1,396,948	\$ 1,396,948	1/01/2016-1/31/2017
11/12/2015 (PRE)	01/08/16	Dominion Resources	Food Bank	\$ 2,500	\$ 2,500	1/01/2016-12/31/2016
1/13/2016 (PRE)	01/19/16	CALEITC4ME	VITA	\$ 19,000	\$ 16,000	1/20/2016-4/30/2016
12/9/15 (Exec)	01/26/16	United Way of Kern County (Community Investment)	Food Bank	\$ 25,000	\$ 10,000	1/01/2016-12/31/2016
12/9/15 (Exec)	01/28/16	United Way of Kern County (Community Investment)	2-1-1	\$ 40,000	\$ 30,000	1/01/2016-12/31/2016
N/A	01/29/16	Anonymous Donation	Food Bank	N/A	\$ 25,000	N/A
8/05/2015 (PRE)	02/08/16	The Heffernan Foundation	FHCC- Computer Lab Upgrade	\$ 7,500	\$ 3,500	07/01/2015-06/30/2016
11/18/2015 (B&F)	03/08/16	Bank of the West	VITA	\$ 1,500	\$ 1,500	10/01/2015-05/31/2016
N/A	03/22/16	Anonymous Donation	Food Bank	N/A	\$ 25,000	N/A
1/13/2016 (PRE)	03/24/16	California Department of Public Health	FHCC & SYC Sexual Health Information & Education (I&E) Program	\$ 115,000	\$ 80,000	07/01/2016-06/30/2017
1/13/2016 (PRE)	05/23/15	United Way of Kern County (Emergency Food & Shelter)	Food Bank: Food	\$ 85,000	\$ 84,507	1/16/2015-12/31/2016
				TOTAL	\$ 9,782,891	

COMMUNITY ACTION PARTNERSHIP OF KERN
FUNDING REQUESTS AND APPLICATION STATUS REPORT
DECLINED - MAY 2016

[illegible]

Community Action Partnership of Kern Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: Completion of Friendship House Computer Lab Upgrade

Division Director: Ralph Martinez

Program Manager: Lois Hannible

Funder Name: Pacific Gas & Electric

☒ **New Funding**

Grant Program Name: Friendship House Community Center

☐ **Re-Application**

Funding Period: 07/01/2016 – 06/30/2017

A. Narrative description of funding request, including goals:

PG&E has invited CAPK to apply for \$3,000 under the Economic & Community Vitality focus area. The requested funds will be used to complete the Friendship House computer lab upgrade. The current lab contains 10 older, refurbished computers that are not always able to run newer educational software or efficiently connect to the Internet. Most of the children who attend Friendship House are performing below grade level in reading and math and do not have computers at home. Upgrading the computer lab will give the children online access to the same lessons they are studying at school as well as access to other educational materials and information that will help them improve academically.

The estimated cost of the lab upgrade is \$9,500. CAPK has already received \$6,500 in grant funds for the project.

B. Use of Funds:

The \$3,000 will be used to complete the lab upgrade, which will include networking equipment, new monitors, keyboards, a printer, cabling, tables, and other accessories.

C. Approvals:

1. _____
Division Director Date

3. Christine Arami 5/24/16
Director of Finance Date

2. Ralph Martinez 5-24-16
Director of Community Development Date

4. [Signature] 5/25/16
Executive Director Date

D. Board:

☐ Policy Council
Date: _____

☐ PRE Presentation
Date: _____

☐ B&F Approval
Date: _____

☐ Board Approval
Date: _____

Community Action Partnership of Kern Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: PREP Works for Opportunity Youth

Division Director: Ralph Martinez

Funder Name: Starbucks Foundation

Program Manager: Lois Hannible and
Angelica Nelson

Grant Program Name: Friendship House Community Center
and Shafter Youth Center

Funding Period: 1/1/2017 – 06/30/2017

☒ **New Funding**
☐ **Re-Application**

A. Narrative description of funding request, including goals:

CAPK has been invited to apply to The Starbucks Foundation to help at-risk youths develop work and life skills and to inspire purpose driven leadership. CAPK is requesting \$49,606 for the PREP Works program at Friendship House Community Center and Shafter Youth Center. PREP Works is a work readiness program that will serve youths ages 16 to 18 years who are at high-risk of dropping out of school or training and becoming unemployed (opportunity youth). The program will serve a total of 50 participants and will consist of classroom work preparation, community service projects, and paid hands-on work experience.

The PREP Works program will be facilitated by a program educator, workforce development specialists will provide employment preparation workshops, and volunteers from the Kern and Shafter Kiwanis Clubs will guide participants in selecting and organizing community service projects to work on. For the work experience portion of the program, 30 participants who successfully complete the classroom component will be matched to work sites where the participants will receive a training wage for up to 16 hours a week for four weeks.

B. Use of Funds:

The requested funds of \$49,606 will be used to cover personnel costs for a part-time program educator for six months; two community service projects; and general operating expenses such as program supplies, participant wages, staff mileage, and incentives for participants.

C. Approvals:

1. _____ Division Director Date	3. <u>Christine Anemi</u> <u>6/9/16</u> Director of Finance Date
2. <u>Ralph Martinez</u> <u>6-8-16</u> Director of Community Development Date	4. <u>[Signature]</u> <u>6/9/16</u> Executive Director Date

D. Board:

<input type="checkbox"/> Policy Council Date: _____	<input type="checkbox"/> PRE Presentation Date: _____	<input type="checkbox"/> B&F Approval Date: _____	<input type="checkbox"/> Board Approval Date: _____
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Community Action Partnership of Kern Funding Request Profile

Source of Funds: Private

CFDA # N/A

Project Name: United Way of Fresno and Madera Counties
2-1-1 Helpline After-Hours and Weekend Call Answering
Service

Division Director: Romala Ramkissoon

Program Manager: Esperanza
Contreras

Funder Name: United Way of Fresno and Madera Counties

☒ **New Funding**

Grant Program Name: 2-1-1 Kern County

☐ **Re-Application**

Funding Period: 8/1/2016 – 7/31/2019


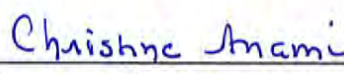
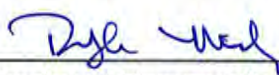

A. Narrative description of funding request, including goals:

CAPK was invited to submit a proposal to provide after-business hours and weekend call answering services for the United Way of Fresno and Madera Counties (UWPMC) 2-1-1 Helpline. CAPK proposes to provide these services via live answer during the hours of 5:00 p.m. to 8:00 a.m. Monday through Friday, and all day Saturday and Sunday. To ensure services are provided during these time periods, 2-1-1 Kern has assigned staff members to telecommute from their homes. This practice is similar to how other 2-1-1 call centers within California and across the nation meet the need for 24/7 services.

B. Use of Funds:

Funding will be used to help cover 2-1-1 Kern's general operating costs. CAPK is proposing a three-year contract with a 3 percent annual increase. In the first 12 months of the funding period, CAPK will charge UWPMC \$39,756, invoiced at \$3,313 per month, to handle after-business hours and weekend calls. The cost was calculated in part on information provided by UWPMC on the average number of after-hours and weekend calls answered per month over the past 12 months (5,772 calls). If additional database questions need to be added during the contract period, CAPK and UWPMC will negotiate a fee to include additional questions.

C. Approvals:

<p>1. <u></u> <u>6-17-16</u> Division Director Date</p>	<p>3. <u></u> <u>6/17/16</u> Director of Finance Date</p>
<p>2. <u></u> <u>6-17-16</u> Director of Community Development Date</p>	<p>4. <u></u> <u>6/17/16</u> Executive Director Date</p>

D. Board:

<input type="checkbox"/> Policy Council Date: _____	<input type="checkbox"/> PRE Presentation Date: _____	<input type="checkbox"/> B&F Approval Date: _____	<input type="checkbox"/> Board Approval Date: _____
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To: Board of Directors

From: Ashley Womack, Policy Council Chairperson

Date: June 29, 2016

Subject: *Agenda Item VIII(a)* – Head Start Policy Council Report – Action Item

The Policy Council met on May 26, 2016 and quorum was established.

The Policy Council approved the following; EHS Child Care Partnership refunding application, Head Start/Early Head Start COLA application, Head Start Duration Grant application, and voted Catherine Velasquez, new PC member to the Bylaws Subcommittee. Policy Council meetings are now going to start at 5:45 PM to support our members who are working and/or going to school.

Leslie Mitchell, Administrator of Education & Support Services shared the 2015-2016 Desired Results Developmental Profile Agency Outcomes. Ms. Mitchell stated the assessment tool is now combined for 0-5 year old children and gave a review of the 8 domains for Head Start and 5 domains for Early Head Start. All age groups are progressing and many Head Start children are above the level they are expected to be. This assessment is completed three times per school year.

Ms. Gonzales thanked everyone for their commitment to the program. She shared as we end another successful school year, many end of the year celebrations have taken place at the centers. She encouraged members to continue working with their children through the summer months by reading and keeping their children on a routine. Ms. Gonzales shared her vision to start a Parent University for Head Start parents interested in obtaining Early Child Development units for employment.

Next Policy Council Meeting will be held
Thursday, June 30th in the Board Room
5005 Business Park North
Bakersfield, CA 93309
5:45pm – 7:00pm

COMMUNITY ACTION PARTNERSHIP OF KERN
POLICY COUNCIL MEETING MINUTES

May 26, 2016
5005 Business Park North
Conference Room 130

1. **Call to Order** – Chairperson, Ashley Womack, called the meeting to order at 5:31 p.m.
 - a. Moment of Silence, Pledge of Allegiance - Chairperson
 - b. Reading of Promise of Community Action
“Community Action changes people’s lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.”
2. **Roll Call/Set Quorum** – Ana Luna, Secretary. Quorum was established.
PC Members Present: Ana Luna, Bryce Bray, Christine Hernandez, Ashley Womack, Estrella Mendez, Salvador Zambrano, Catherine Velasquez, Jason Warren, Gabriella McCutcheon, Caterina Cerda, Deborah Martinez, Tai’Rance S. Kelly, Sr., Ana Vigil.
3. **Presentation of Guests/Public Forum**
The following guests were in attendance: Angela Zambrano, Itzel Zambrano, Louis Medina, Outreach and Advocacy Manager; Rashi Strother, Family Services and Governance Specialist; Mike Lackman, Human Resources Manager; Maura Sandoval, Staffing Specialist; Leslie Mitchell, Administrator of Education Support Services; LeTisha Brooks, Program Manager; Patty Hinojosa, Family Services and Governance Manager; Janelle Gonzalez, Governance Coordinator; Doe Ryti, EHS CCP Program Manager; Argelia Diaz, Program Assistant; Nadine Berry, Administrative Assistant.
 - a. *(The public wishing to address the full Policy Council may do so at this time. Policy Council members may respond briefly to statements made or questions posed. However, the PC will take no action other than referring the item(s) to staff for study and analysis. Speakers are limited to five minutes each. If more than one person wishes to address the same topic, total group time for the topic will be 10 minutes. Please state your name before making your presentation. Thank you.)*- None
4. **Approval of Agenda** –Chairperson (**ACTION)
 - a. (**ACTION) Request for approval of the PC Agenda dated May 26, 2016. The Chairperson called for a motion to approve the May 26, 2016, meeting agenda; motion made by Ana Luna; Jason Warren seconded; motion carried unanimously.
5. **Standing Committee Reports** (five minutes each)
 - a. Personnel Committee – Training was provided on the duties of the personnel committee. It was a good meeting, and quorum was met. The committee had the opportunity to review employment application. The next meeting will be held June 28, 2016, starting at 5:00 p.m.
 - b. Planning Committee – Quorum was met. Largest turnout. Reviewed items that are part of the evening’s agenda. The next meeting will be held June 7, 2016, 5:30 p.m.
 - c. Finance Committee – The meeting was held on May 19, 2016, and quorum was met. Items for the evening’s agenda were reviewed and discussed and the budget report was reviewed. The next meeting will be held June 23, 2016 at 5:30 p.m.
 - d. By-Laws Committee – The meeting was held on May 19, 2016. The current by-laws were reviewed. A few changes were suggested.
6. **Presentations**
2015-2016 Desired Results Developmental Profile Agency Outcomes- Leslie Mitchell, Administrator of Education and Support Services

Prior to this school year, there were individual assessment tools used for preschool children and infants and toddlers. After a two year pilot, the tools were combined to create one assessment tool to cover all ages 0-5. Mrs. Mitchell provided a quick overview of the 8 domains for HS and 5 Domains for EHS that are assessed with the DRDP and shared that the tool is used program wide. There is also a parent survey to determine how parents feel their children are benefiting from the program. Children's progress is tracked with three assessments done throughout the year. All age groups are progressing as they should, and many children are above where they are expected to be. Results of the parent surveys were also shared.

a. **Consent Calendar** – Policy Council

b. *Information concerning the Consent item(s) listed below has been forwarded to each Policy Council member for study for prior to this meeting. Unless a PC member, or member of the public, has a question concerning a particular item and asks that it may be withdrawn from the Consent Calendar, the items are approved at one time by the full Policy Council. If there are any PC members, or members of the public, wishing to remove any item from the Consent Calendar, please indicate at this time.*

i. None

7. **Program Governance Report/Training** – Janelle Gonzalez, Governance Coordinator

Ms. Gonzalez continued with information from the Governance training series. She shared information on how to become familiar with questions that would be asked during a federal review. The program is data driven, so all the information provided during meetings is very important. The data assists the members in making informed or inclusive decisions. Informed decisions are made during Policy Council meetings, whereas sub-committee and parent meetings provide members with inclusive decisions. Scenarios were shared and members were able to determine if it was an informed or inclusive decision. The process for becoming a Policy Council member was reviewed. There are trainings provided, sub-committees for members to find out what is going on in the program, monthly governance trainings to ensure everyone is up-to-date, and the opportunity to attend conferences. Ms. Gonzalez encouraged members to stay involved in their children's education when they enter elementary school by joining the Parent Teacher Association (PTA) or Parent Teacher Organization (PTO) and by volunteering in the classroom any time they are able to do so.

8. **Community Representative Report** – Open

As position is currently open there is no report.

9. **Policy Council Chairperson Report** – Chairperson

Ms. Womack shared information she received while attending a conference in Sacramento. She found out more about how CAP agencies function and the assistance provided community-wide and that it is more than Head Start. She encouraged others to go forth and be leaders in their community, not just participants.

10. **Board of Directors Representatives Report** – Ana Vigil

Ms. Vigil shared that the Humanitarian Awards Banquet turned out very nice. There was an award presented to a long standing CAPK Board member. The banquet may not have been as fruitful as the previous year, but there was still a good turnout. Jason Warren, Policy Council Vice Chairperson shared his experience at the banquet and gave a thumbs up for CAPK for their recognition of community members.

11. **Director's Report (HS/State Child Development)** – Yolanda Gonzales

Ms. Gonzales thanked everyone for the commitment they have made to participate on the Policy Council and the dedication they show to improving the program. May 20th was the last day of services for part-year students and May 25th was the last day for the part-year staff. Festivities have been taking place to celebrate the end of the school year. As children prepare to move on to Kindergarten, make sure to keep them involved in school readiness activities, reading, and keep them on routines. Ms. Gonzales wanted to give a shout out to the staff for all of their hard work and the administrative staff for making sure trainings are ready for teaching staff in August. A thank you was shared for Rashi and Tai'Rance from Stockton for being at the meeting in person. San Joaquin is doing a great job and the Crispman center has opened and they are working on opening other sites. Ms. Gonzales reminded the members that there are still centers here in

Kern County open as well. There are plans to start a parent university for those who are interested in obtaining units to become Head Start staff. Classes would take place at the BPN Administrative office that may start as early as this fall. There will be someone available to assist parents in requesting financial aid.

12. **Approval of Minutes** – Chairperson

(**ACTION)

- a. (**ACTION) Request for approval of PC meeting minutes dated April 28, 2015.

The Vice Chairperson called for a motion to approve the April 28, 2016, Policy Council minutes. Motion made by Tai'Rance S. Kelly, Sr.; Jason Warren seconded; motion carried unanimously.

13. **Human Resources Report**

(**ACTION)

- a. **Maura Sandoval, Staffing Specialist, distributed the Human Resources Report.** It was stated that on page two there was one application that was marked as having been reviewed by the applicant. Ms. Sandoval indicated it was actually reviewed by Ana Luna. The Vice Chairperson called for a motion to approve the April 2016, Human Resources Report. Motion made by Bryce Bray; Salvador Zambrano seconded; motion carried unanimously.
- b. The Chairperson called for a motion to move the meeting in Executive Session. Motion was made by Jason Warren to move the meeting to Executive Session at 6:21 p.m. The Executive Session was concluded at 6:31 p.m. and the meeting was moved to be back in session.

14. **New Business** – Chairperson

(**ACTION)

- a. **EHS Child Care Partnership Refunding Application, Jerry Meade Program Design and Management Administrator**

Mr. Meade shared that the agency is completing the first 18 months of the Child Care Partnership (CCP) grant and we will be moving into the second year. The funding year for this grant is September 1 through August 31 of each year. A request for the opportunity to adjust slots from one partner to a possibly new partner has been added to the grant narrative. Agencies interested in partnering with us have already been approached and asked about the possibility. The Chairperson called for a motion to approve the EHS Child Care Partnership Refunding Application Request. Motion made by Tai'Rance S. Kelly Sr.; Salvador Zambrano seconded; motion carried unanimously.

- b. **Head Start/Early Head Start COLA Application, Jerry Meade Program Design and Management Administrator**

Mr. Meade presented to the Policy Council that funds have been made available to provide staff with a 1.8 percent Cost of Living Allowance (COLA). The Chairperson called for a motion to approve the Head Start/Early Head Start COLA Application. Motion made by Jason Warren; Caterina Cerda seconded; motion carried unanimously.

- c. **Head Start Duration Grant Application, Jerry Meade Program Design and Management Administrator**

Mr. Meade advised the Policy Council that the Office of Head Start is providing the opportunity for programs to extend the hours of serving children. If the number of children being provided full-day or extended day services is less than 40 percent of your funded enrollment, you are eligible to apply for the funding. This means that more of the 3 ½ hour classes could become 6 hour classes and some of the 6 hour classes could possibly become 8 hour classes. If we receive the funding, over 400 children would be able to benefit from an extended or full-day option without State requirements. The Chairperson called for a motion to approve the Head Start Duration Grant Application Request. Motion made by Tai'Rance S. Kelly Sr.; Ana Luna seconded; motion carried unanimously.

- d. **Request to approve the change of meeting start time from 5:30 p.m. to 5:45 p.m.**

The Chairperson called for a motion to approve the request to change Policy Council meeting times from 5:30 p.m. to 5:45 p.m. Motion made by Ana Luna.; Bryce Bray seconded; motion carried unanimously.

- e. **Request to approve Catherine Velasquez to the Bylaws subcommittee**

The Chairperson called for a motion to approve the request to have Catherine Velasquez to be part of the Bylaws subcommittee. Motion made by Catherine Velasquez; Estrella Mendez seconded; motion carried unanimously.

- f. **Request to approve the termination of PC Member Erika Ruvalcaba**

The Chairperson called for a motion to approve the Termination of PC Member Erika Ruvalcaba Motion made by Bryce Bray.; Estrella Mendez seconded; motion carried unanimously.

15. Communications

- a. Head Start & Early Head Start – Kern Budget vs. Actual Expenditures
March 1, 2015 through February 29, 2016 (Interim Year-End Report)
 - b. Head Start & Early Head Start – Kern Budget vs. Actual Expenditures
March 1, 2016 through April 30, 2016
 - c. Early Head Start – San Joaquin Budget vs. Actual Expenditures
February 1, 2016 through April 30, 2016
 - d. Early Head Start Child Care Partnerships Budget vs. Actual Expenditures
March 1, 2015 through April 30, 2016
 - e. Parent Local Travel & Child Care Report through April 30, 2016 (English/Spanish)
 - f. Parent Activity Funds Report through April 30, 2016 (English/Spanish)
 - g. Parent Meals Report through April 30, 2016 (English/Spanish)
 - h. Child and Adult Care Food Program/Central Kitchen Report April 2016
 - i. Enrollment and Average Daily Attendance Report for HS/EHS Kern, EHS San Joaquin, and EHS Child Care Partnerships April 2016
 - j. Policy Council Termination Letter for Erika Ruvalcaba dated April 29, 2016 (English/Spanish)
 - k. America's Job Center Energy Efficiency & Renewable Energy Program (English/Spanish)
 - l. The Wildlands Conservancy Weekend Wonders Wind Wolves Preserve
 - m. U.S Department of Health and Human Services Administration for Children and Families Head Start Funding Increase ACF-PI-HS-16-03 issuance date 04/27/2016 (English/Spanish)
 - n. Office of Head Start Program Instruction ACF-PI-HS-16-02, issued April 25, 2016; Supplemental Funds Available to Extend Duration of Services in Head Start and Early Head Start
 - o. Office of Head Start Cost of Living Adjustment (COLA) Funding Guidance Letter, dated May 6, 2016, for 09HP0036 (Early Head Start Child Care Partnerships)
 - p. Office of Head Start Cost of Living Adjustment (COLA) Funding Guidance Letter, dated May 10, 2016, for 09CH9142 (Head Start and Early Head Start Kern)
 - q. Office of Head Start Cost of Living Adjustment (COLA) Funding Guidance Letter, dated May 10, 2016, for 09CH010071 (Early Head Start San Joaquin)
 - r. Policy Council Subcommittee Planning Minutes dated May 3, 2016 (English/Spanish)
 - s. Policy Council Subcommittee Bylaws Minutes dated March 17, 2016 (English/Spanish)
 - t. Policy Council Subcommittee Personnel Minutes dated April 26, 2016 (English/Spanish)
- The Chairperson called for a motion to receive and file items a-t. Motion made by Bryce Bray. Motion carried unanimously.

16. Announcements –Chairperson

- a. Ms. Womack thanked the members and encouraged them to stay motivated.
- b. Members were reminded that starting with the June meeting that the meetings would start at 5:45 p.m. and that dinner would be at 5:15 p.m.
- c. The theme for the June meeting is Hawaiian, so make sure to bring your leis and your flowered shirts.
- d. Back to school activities will be taking place in Ridgecrest on July 29, 2016, and in Bakersfield it will take place on August 4, 2016, at the Fairgrounds. These are nice events where there is a lot of information shared and backpacks given to children.
- e. It was announced that CAPK raised over \$2,000.00 through the Give Big Kern campaign.
- f. Tai'Rance thanked everyone for having him here and encouraged everyone to go to Buck Owen's Crystal Palace as it is a great place.

17. Adjournment –Chairperson

- a. The meeting was adjourned at 6:57 p.m. by the Chairperson.