



DATE	April 13, 2023
TIME	12:00 pm
LOCATION	CAPK Administrative Office 5005 Business Park North Bakersfield, CA 93309

Budget & Finance Committee Agenda

1. Call to Order

2. Roll Call

Michelle Jara-Rangel (Chair) Nila Hogan
Denise Boshers

3. Public Comments

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

4. New Business

- | | |
|--|---|
| <p>a. Head Start / Early Head Start Budget to Actual Reports for February 2023
– Info Item</p> <ol style="list-style-type: none"> 1. Head Start Budget to Actual for the Period Ended February 28, 2023 (p.3-5) 2. Early Head Start budget to Actual for the Period Ended February 28, 2023 (p.6-8) 3. Early Head Start San Joaquin (No Cost Extension) Period Ended February 28, 2023 (p.9-10) 4. Early Head Start Child Care Partnership (No Cost Extension) Period Ended February 28, 2023 (p.11-12) 5. American Rescue Plan Funding Budget to Actual for the Period Ended February 28, 2023 (p.13-16) | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>b. Selection of Friendship House Sports Field Lighting Contractor – Action Item (p. 17-63)</p> | <p>Emilio Wagner, Director of Operations</p> |
| <p>c. Head Start Notice of Federal Interest – Action Item (p.64-70)</p> | <p>Emilio Wagner, Director of Operations</p> |
| <p>d. CRRSA and ARP Budget Revision for 09HE000432 - Action Item (p.71-73)</p> | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>e. Head Start / Early Head Start Budget Revision for 09CH011132 - Action Item (p.74-76)</p> | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>f. Legal Services Contract Amendment to allow an additional two-year Extension - Action Item (p.77-113)</p> | <p>Tracy Webster, Chief Financial Officer</p> |
| <p>g. February 2023 Financial Statements - Action Item (p.112-174)</p> | <p>Tracy Webster, Chief Financial Officer</p> |

5. Committee Member Comments

6. Next Scheduled Meeting

Budget & Finance Committee Meeting
12:00 pm
May 24, 2023
5005 Business Park North
Bakersfield, CA 93309

7. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 5005 Business Park North, Bakersfield, CA and online at www.capk.org by 12:00 pm, April 10, 2023. Laura Alford, Assistant to CFO.



MEMORANDUM

To: Budget and Finance Committee

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

Date: April 13, 2023

Subject: *Head Start*
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Head Start Budget to Actual Report for the period of March 1, 2022, through February 28, 2023. Twelve months (100%) of the 12-month budget period have elapsed.

Base Funds

Overall expenditures are at 90% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 106% of the budget.

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

The non-Federal share is at 115% of the budget.

Community Action Partnership of Kern
Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - February 28, 2023
 Month 12 of 12 (100%)

Prepared 4/4/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,267,039	8,086,185	1,180,854	87%	13%
FRINGE BENEFITS	3,776,726	2,377,838	1,398,888	63%	37%
TRAVEL	-	-	-		
EQUIPMENT	55,000	-	55,000	0%	100%
SUPPLIES	890,498	696,859	193,639	78%	22%
CONTRACTUAL	165,175	239,327	(74,152)	145%	-45%
CONSTRUCTION	-	372,170	(372,170)		
OTHER	2,724,977	3,522,953	(797,976)	129%	-29%
INDIRECT	1,630,902	1,418,101	212,801	87%	13%
TOTAL BASE FUNDING	18,510,317	16,713,433	1,796,884	90%	10%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	44,192	85,778	(41,586)	194%	-94%
SUPPLIES	30,013	21,751	8,262	72%	28%
CONTRACTUAL	26,080	10,600	15,480	41%	59%
OTHER	212,393	213,782	(1,389)	101%	-1%
INDIRECT	31,268	32,834	(1,566)	105%	-5%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	364,744	(20,798)	106%	-6%

CARRYOVER

SUPPLIES	923,529	-	923,529	0%	100%
CONTRACTUAL	-	733	(733)		
CONSTRUCTION	666,925	1,394,880	(727,955)	209%	-109%
OTHER		173,519	(173,519)		
OTHER - CARES	91,015	87,787	3,228	96%	4%
INDIRECT	-	24,550	(24,550)		
TOTAL CARRYOVER	1,681,469	1,681,469	0	100%	

GRAND TOTAL HS FEDERAL FUNDS **20,535,732** **18,759,646** **1,776,086** **91%** **9%**

HEAD START and EARLY HEAD START COMBINED NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	2,340,055	3,635,988	(1,295,933)	155%	-55%
CALIF DEPT OF ED	7,988,651	8,247,291	(258,640)	103%	-3%
TOTAL NON-FEDERAL	10,328,706	11,883,279	(1,554,573)	115%	-15%

Budget reflects Notice of Award #09CH011132-04-01

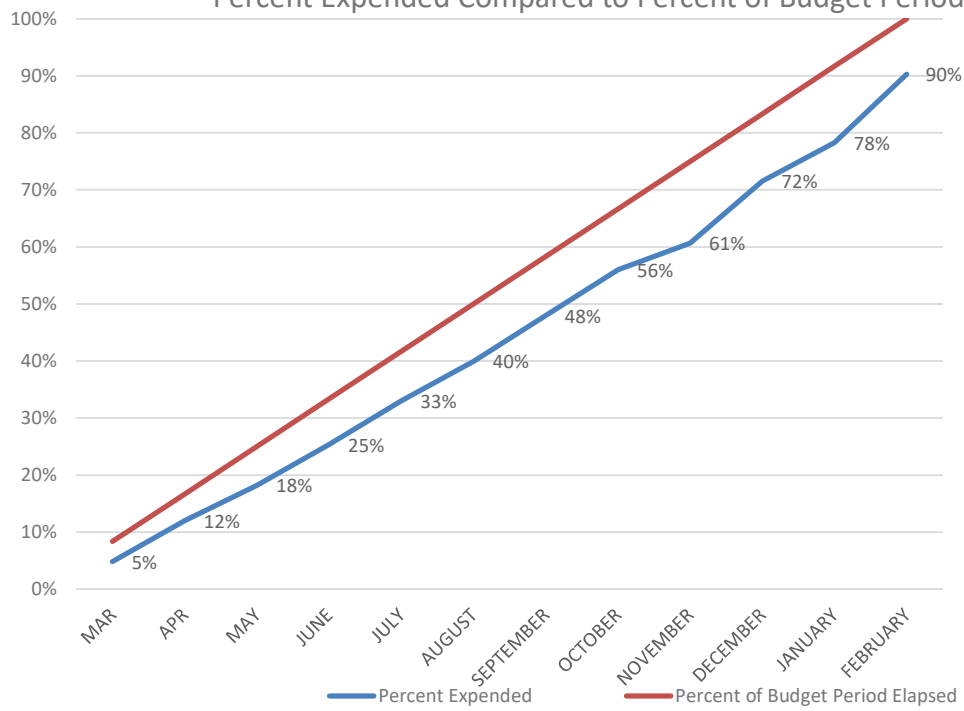
Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023

Administrative Cost for HS and EHS Combined 5.3%

Agency-Wide Credit Card Report

	CURRENT	1 TO 30	31 TO 60	61 TO 90	TOTAL	STATEMENT DATE
Wells Fargo	18,519	-	-	-	18,519	3/1/2023
Lowe's	3,379				3,379	3/6/2023
Smart & Final	351	158			509	3/1/2023
Save Mart	617				617	3/1/2023
Chevron & Texaco Business Card	6,308	-	-	-	6,308	3/6/2023
Home Depot	8,936	1,006			9,942	3/5/2023
	38,111	1,164	-	-	39,274	

Head Start
Percent Expended Compared to Percent of Budget Period Elapsed





MEMORANDUM

To: Budget and Finance Committee

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

Date: April 13, 2023

Subject: *Early Head Start*
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

The Office of Head Start has awarded CAPK the full amount of its Head Start and Early Head Start grant for a five-year budget period, the fourth-year budget period is March 1, 2022, through February 28, 2023.

The following are highlights of the Early Head Start Budget to Actual Report for the period of March 1, 2022, through February 28, 2023. Twelve months (100%) of the 12-month budget period has elapsed.

Base Funds

Overall expenditures are at 92% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 96% of the budget.

Community Action Partnership of Kern
Early Head Start
Budget to Actual Report
Budget Period: March 1, 2022 - February 28, 2023
Report Period: March 1, 2022 - February 28, 2023
 Month 12 of 12 (100%)

Prepared 4/4/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	9,701,422	7,897,745	1,803,677	81%	19%
FRINGE BENEFITS	2,363,974	2,280,676	83,298	96%	4%
TRAVEL	-	-	-		
EQUIPMENT	45,000	-	45,000	0%	100%
SUPPLIES	916,242	834,903	81,339	91%	9%
CONTRACTUAL	1,025,838	280,147	745,691	27%	73%
CONSTRUCTION	-	647,172	(647,172)		
OTHER	1,527,720	2,397,368	(869,648)	157%	-57%
INDIRECT	1,512,778	1,315,070	197,708	87%	13%
TOTAL BASE FUNDING	17,092,974	15,653,081	1,439,893	92%	8%

TRAINING & TECHNICAL ASSISTANCE

PERSONNEL	-	10,873	(10,873)		
FRINGE BENEFITS	-	7,211	(7,211)		
TRAVEL	44,192	81,390	(37,198)	184%	-84%
SUPPLIES	30,013	11,922	18,091	40%	60%
CONTRACTUAL	26,080	35,609	(9,529)	137%	-37%
OTHER	212,393	154,286	58,107	73%	27%
INDIRECT	31,268	29,942	1,326	96%	4%
TOTAL TRAINING & TECHNICAL ASSISTANCE	343,946	331,234	12,712	96%	4%

CARRYOVER

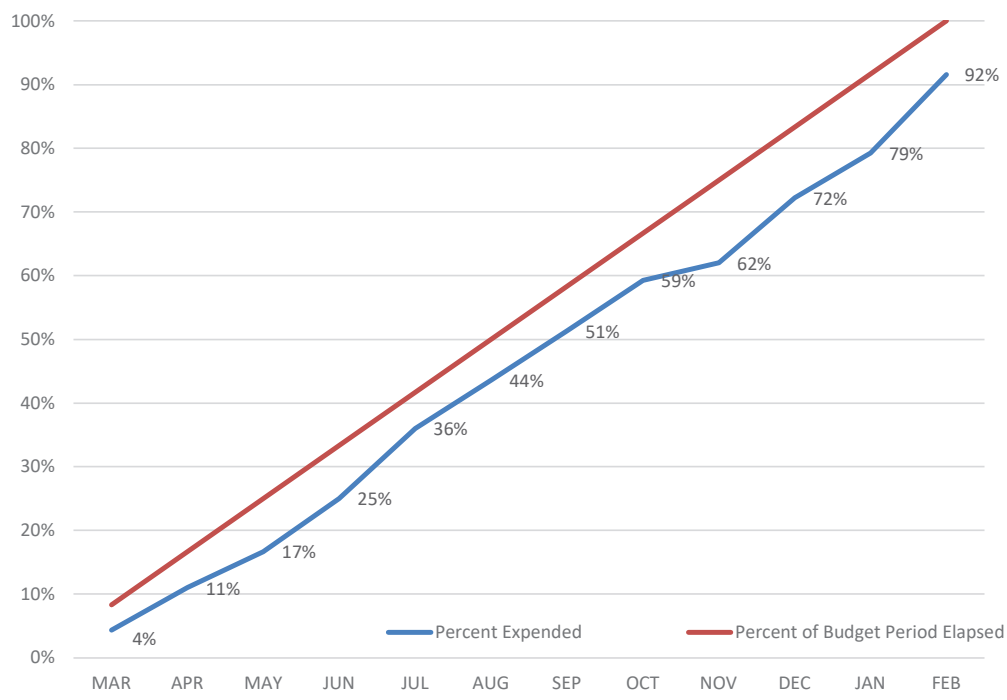
PERSONNEL		467,223	(467,223)		
FRINGE BENEFITS		125,942	(125,942)		
SUPPLIES	-	-	-		
CONTRACTUAL	-	-	-		
CONSTRUCTION	1,601,144	747,404	853,740	47%	53%
OTHER	24,512	205,266	(180,754)	837%	-737%
INDIRECT	-	79,821	(79,821)		
TOTAL CARRYOVER	1,625,656	1,625,656	0	100%	

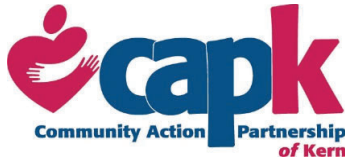
GRAND TOTAL EHS FEDERAL FUNDS	19,062,576	17,609,971	1,452,605	92%	8%
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Budget reflects Notice of Award #09CH011132-04-01

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023

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





MEMORANDUM

To: Budget and Finance Committee

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

Date: April 13, 2023

Subject: *Early Head Start – San Joaquin (No Cost Extension)*
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

The following are highlights of the San Joaquin Early Head Start Budget to Actual Report for the period of February 1, 2021, through February 28, 2023. Twenty-five months (100%) of the 25-month budget period have elapsed. The office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 105% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 40% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 117% of the budget.

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

Budget Period: February 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: February 1, 2021 - February 28, 2023

Month 25 of 25 (100%)

Prepared 04/04/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	3,509,263	3,702,214	(192,951)	105%	-5%
FRINGE BENEFITS	985,996	939,379	46,617	95%	5%
TRAVEL	0	0	0		
EQUIPMENT	45,000	31,190	13,810	69%	31%
SUPPLIES	143,912	222,535	(78,623)	155%	-55%
CONTRACTUAL	10,244	28,736	(18,491)	281%	-181%
OTHER	776,728	894,660	(117,932)	115%	-15%
INDIRECT	536,733	478,608	58,125	89%	11%
TOTAL	6,007,877	6,297,323	(289,446)	105%	-5%

TRAINING & TECHNICAL ASSISTANCE FUNDS

PERSONNEL	53,809	52,188	1,621	97%	3%
FRINGE BENEFITS	23,718	21,722	1,996	92%	8%
TRAVEL	3,519	4,264	(745)	121%	-21%
SUPPLIES	7,355	3,094	4,261	42%	58%
CONTRACTUAL	7,924	10,383	(2,458)	131%	-31%
OTHER	20,817	25,788	(4,971)	124%	-24%
INDIRECT	11,675	11,667	7	100%	0%
TOTAL	128,816	129,106	(289)	100%	0%

CARRYOVER

EQUIPMENT	21,035	0	21,035	0%	100%
SUPPLIES	29,804	0	29,804	0%	100%
CONTRACTUAL	8,000	0	8,000	0%	100%
OTHER	381,242	115,245	265,997	30%	70%
INDIRECT	41,905	77,006	(35,101)	184%	-84%
TOTAL	481,986	192,251	289,735	40%	60%

COVID CARES - Carried over from 2020-21

PERSONNEL		19,203	(19,203)		
FRINGE BENEFITS		3,331	(3,331)		
SUPPLIES	75,407	69,273	6,134	92%	8%
OTHER	21,681	3,128	18,553	14%	86%
INDIRECT	9,709	11,861	(2,152)	122%	-22%
TOTAL	106,797	106,797	(0)	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	6,725,476	6,725,476	0	100%	0%
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NON-FEDERAL SHARE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	1,630,480	1,913,366	(282,885)	117%	-17%
TOTAL NON-FEDERAL FUNDS	1,630,480	1,913,366	(282,885)	117%	-17%

Centralized Administrative Cost	6.6%
Program Administrative Cost	2.8%
Total Administrative Cost	9.4%

Budget reflects Notice of Award #09CH011406-02-02 and NOA 09CH011406-02-04

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023



MEMORANDUM

To: Budget and Finance Committee

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

Date: April 13, 2023

Subject: *Early Head Start Child Care Partnerships (No Cost Extension)*
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

The following are highlights of the Early Head Start Child Care Partnership Budget to Actual Report for the period of March 1, 2021, through February 28, 2023. Twenty-four months (100%) of the 24-month budget period have elapsed. The Office of Head Start processed a no cost extension to the prior year contract through February 28, 2023. This will allow CAPK to complete ongoing capital projects to benefit the Head Start program.

Base Funds

Overall expenditures are at 100% of the budget.

Training & Technical Assistance Funds

Overall expenditures are at 100% of the budget.

Carryover Funds

Overall expenditures are at 100% of the budget.

COVID Cares Funds

Overall expenditures are at 100% of the budget.

Non-Federal Share

Non-Federal share is at 134% of the budget.

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

Budget Period: March 1, 2021 - February 28, 2023 (No Cost Extension)

Report Period: March 1, 2021 - February 28, 2023

Month 24 of 24 (100%)

Prepared 04/04/2023

BASE FUNDS	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
PERSONNEL	668,881	565,607	103,274	85%	15%
FRINGE BENEFITS	183,736	150,167	33,569	82%	18%
TRAVEL	0	0	0		
SUPPLIES	37,083	176,453	(139,370)	476%	-376%
CONTRACTUAL	1,091,504	976,573	114,931	89%	11%
OTHER	231,300	346,991	(115,691)	150%	-50%
INDIRECT	215,164	208,697	6,467	97%	3%
TOTAL BASE FUNDING	2,427,668	2,424,489	3,179	100%	0%

TRAINING & TECHNICAL ASSISTANCE

TRAVEL	5,294	2,750	2,544	52%	48%
SUPPLIES	16,391	35,505	(19,114)	217%	-117%
CONTRACTUAL		3,346	(3,346)		
OTHER	29,393	9,487	19,906	32%	68%
INDIRECT	5,107	5,107	(0)	100%	0%
TOTAL TRAINING & TECHNICAL ASSISTANCE	56,185	56,196	(11)	100%	0%

CARRYOVER

SUPPLIES	16,000	0	16,000	0%	100%
CONSTRUCTION	2,458,581	2,366,556	92,026	96%	4%
CONTRACTUAL	14,000	4,000	10,000	29%	71%
OTHER	14,121	123,875	(109,754)	877%	-777%
INDIRECT	4,412	15,459	(11,047)	350%	-250%
TOTAL CARRYOVER	2,507,114	2,509,890	(2,776)	100%	0%

COVID CARES

PERSONNEL		3,622	(3,622)		
FRINGE BENEFITS		579	(579)		
SUPPLIES	77,735	6,962	70,773	9%	91%
OTHER	24,361	99,235	(74,874)	407%	-307%
INDIRECT	10,206	1,904	8,302	19%	81%
TOTAL COVID	112,302	112,302	0	100%	0%

GRAND TOTAL EHS FEDERAL FUNDS	5,103,269	5,102,876	393	100%	0%
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NON-FEDERAL SHARE

SOURCE	BUDGET	ACTUAL	REMAINING	% SPENT	% REMAINING
IN-KIND	588,256	790,157	(201,901)	134%	-34%
TOTAL NON-FEDERAL	588,256	790,157	(201,901)	134%	-34%

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

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023



MEMORANDUM

To: Budget and Finance Committee

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

Date: April 13, 2023

Subject: *American Rescue Plan Funding*
Budget to Actual Report for the period ended February 28, 2023 – **Info Item**

The following are highlights of the American Rescue Plan Budget to Actual Report for the period of April 1, 2021, through February 28, 2023, twenty-three months (95.83%) of the 24-month budget period have elapsed.

COVID

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

American Rescue Plan Act

Overall expenditures are at 100% of the budget. These funds are being utilized to support the retention incentive for staff and Construction.

Community Action Partnership of Kern

American Rescue Plan

Budget to Actual Report

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

Report Period: April 1, 2021 - February 28, 2023

Month 23 of 24 (95.83%)

Prepared 01/06/2023

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

American Rescue Plan Act

PERSONNEL	763,438	976,097	(212,659)	128%	-28%
FRINGE BENEFITS	251,934	74,671	177,263	30%	70%
TRAVEL					
SUPPLIES	553,540		553,540	0%	100%
CONTRACTUAL					
OTHER	830,310	34	830,276	0%	100%
CONSTRUCTION		1,509,956	(1,509,956)		
INDIRECT	266,580	105,077	161,503	39%	61%
TOTAL	2,665,802	2,665,835	(33)	100%	0%

GRAND TOTAL ARP FEDERAL FUNDS	3,336,361	3,336,394	(33)	100%	0%
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Centralized Administrative Cost	5.0%
Program Administrative Cost	0.0%
Total Administrative Cost	5.0%

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

Actual expenditures include posted expenditures and estimated adjustments through 02/28/2023

Community Action Partnership of Kern
 Head Start and Early Head Start Kern
 Year-to-Date Non-Federal Share and In-Kind Report
 Budget Period: March 1, 2022 through February 28, 2023
 Report for period ending February 28, 2023 (Month 12 of 12)

Percent of budget period elapsed: 100.0%

LOCATION	Enroll-ment	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	YTD Totals	Kern/ SJC	IN-KIND GOAL	% OF GOAL MET
Alberta Dillard	40	6,091	6,995	6,460	0	0	2,344	8,249	9,224	8,232	7,961	9,626	8,112	73,294	Kern	40,535	181%
Alicante	20	6,683	6,417	5,282	5,603	1,531	2,196	4,548	5,769	6,331	5,618	8,381	7,371	65,731	Kern	20,268	324%
Angela Martinez	60	5,074	6,024	10,633	5,480	1,148	776	312	2,491	1,386	3,799	4,727	6,333	48,182	Kern	60,803	79%
Broadway	40	3,607	2,961	1,979	0	0	919	1,695	2,998	2,883	4,001	4,985	5,157	31,185	Kern	40,535	77%
California City	34	13,517	9,646	8,632	0	0	4,637	8,575	8,137	7,328	8,534	5,778	5,038	79,821	Kern	34,455	232%
Cleo Foran	23	5,334	3,038	3,203	2,393	2,032	1,065	2,672	3,004	4,343	2,335	2,734	1,415	33,567	Kern	23,308	144%
Delano	76	13,615	10,753	8,740	0	0	5,146	9,870	8,771	11,864	13,108	14,796	14,734	111,398	Kern	77,017	145%
East California	52	12,674	12,159	12,553	7,210	3,713	6,436	5,564	7,979	8,752	6,588	7,331	6,475	97,432	Kern	52,696	185%
Fairfax	40	4,711	4,469	3,010	0	0	1,084	3,019	4,436	6,004	4,595	8,743	12,396	52,468	Kern	40,535	129%
Fairview	40	11,153	11,122	9,377	0	0	0	0	0	0	0	0	0	31,652	Kern	40,535	78%
Harvey L. Hall	156	14,849	12,921	12,144	10,731	8,322	9,204	9,448	8,532	8,876	8,745	12,737	11,704	128,213	Kern	158,087	81%
Heritage	20	1,210	1,497	398	0	0	1,318	2,892	4,208	3,493	3,829	3,976	3,384	26,206	Kern	20,268	129%
Home Base	123	4,900	6,931	6,657	4,991	7,050	7,068	5,996	10,558	12,089	11,468	11,286	9,357	98,352	Kern	62,323	158%
Lamont	20	3,579	105	0	0	0	0	4,257	4,402	6,312	6,446	5,974	4,849	35,924	Kern	20,268	177%
Martha J. Morgan	72	8,977	9,258	10,741	7,007	5,257	5,572	9,494	12,040	12,231	12,625	11,729	12,149	117,080	Kern	72,963	160%
McFarland	20	14,755	13,839	6,654	0	0	2,153	2,245	7,487	9,266	6,408	13,479	7,876	84,161	Kern	20,268	415%
Mojave	20	0	0	0	0	0	416	1,041	2,137	2,927	1,893	2,595	2,695	13,704	Kern	20,268	68%
Oasis	60	6,311	7,403	5,303	0	0	4,271	8,862	6,489	7,215	8,791	14,928	13,063	82,636	Kern	60,803	136%
Pete H. Parra	128	22,284	22,653	23,904	19,486	8,987	14,599	13,498	11,901	7,711	11,742	12,762	18,957	188,544	Kern	129,713	145%
Planz	20	1,051	909	506	0	0	0	0	0	0	0	0	0	2,466	Kern	20,268	12%
Primeros Pasos	78	10,068	9,300	12,109	10,241	3,707	7,301	7,296	7,358	5,563	9,193	11,216	11,178	104,530	Kern	79,044	132%
Rosamond	80	7,713	6,819	1,418	0	0	1,681	1,121	1,753	1,814	1,575	2,084	534	26,512	Kern	81,070	33%
San Diego	40	3,964	3,724	3,973	3,725	4,793	3,394	3,833	4,069	6,227	3,143	2,759	195	43,800	Kern	40,535	108%
Seibert	40	107	65	0	0	0	2,119	3,067	2,216	2,383	1,392	966	1,662	13,977	Kern	40,535	34%
Shafter	20	8,891	9,422	7,989	9,690	2,325	2,784	2,958	4,001	3,143	4,067	3,899	2,944	62,110	Kern	20,268	306%
Shafter HS/EHS	25	6,293	5,298	5,028	3,947	3,540	5,404	3,783	4,384	3,307	2,764	2,184	1,284	47,215	Kern	25,334	186%
Sterling	124	8,587	8,286	8,237	6,427	5,825	4,793	5,794	9,393	9,914	9,515	13,874	11,237	101,884	Kern	125,659	81%
Sunrise Villa	20	2,893	2,246	1,353	0	0	302	1,909	12,223	9,554	8,500	7,329	3,748	50,057	Kern	20,268	247%
Taft	63	3,570	3,771	2,365	0	0	145	1,384	1,657	3,467	1,677	2,786	3,101	23,922	Kern	63,843	37%
Tehachapi	34	1,674	1,695	787	0	0	0	166	1,624	1,439	1,112	1,367	1,600	11,463	Kern	34,455	33%
Vineland	20	849	1,325	0	0	0	0	161	1,389	3,176	1,119	1,863	2,097	11,979	Kern	20,268	59%
Virginia	40	7,331	6,314	5,408	0	0	1,558	6,378	7,084	7,928	9,298	8,595	6,564	66,460	Kern	40,535	164%
Wesley	60	17,881	16,343	11,003	0	0	3,590	12,546	19,245	20,691	15,002	18,677	17,927	152,904	Kern	60,803	251%
Willow	55	6,419	5,852	3,338	0	0	247	2,437	3,596	4,290	5,674	6,445	7,080	45,376	Kern	55,736	81%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0	Kern	0	0%
PC Planning		0	0	0	339	0	195	0	0	0	0	0	0	534	Kern	0	0%
PC By Laws		0	0	0	53	0	49	0	0	0	0	0	0	101			
Governance		368	213	210	34	0	0	251	277	0	0	0	47	1,400	Kern	15,000	9%
Program Services		370	0	0	0	0	0	0	179	596	223	0	988	2,357	Kern	74,265	3%
California Street	24	7,215	6,419	6,840	5,260	4,612	4,930	3,680	3,993	3,348	3,572	4,386	3,919	58,174	SJC	39,646	147%
Chisman	20	4,462	4,206	4,631	4,070	4,567	5,748	5,476	5,158	5,231	5,109	5,616	5,032	59,304	SJC	33,039	180%
Glanone	16	0	0	0	0	0	0	0	0	0	0	0	0	0	SJC	26,431	0%
Kennedy	16	4,837	4,626	2,588	1,947	3,098	3,605	2,866	2,843	1,281	2,151	1,697	2,379	33,938	SJC	26,431	128%
Lodi Home Base	35	3,908	5,003	4,033	2,349	3,663	2,483	1,515	3,907	5,373	1,677	5,582	3,942	43,434	SJC	28,909	150%
Lodi UCC	30	2,870	2,612	3,750	3,525	6,254	5,480	8,554	8,079	5,274	6,989	5,598	5,455	64,440	SJC	49,558	130%
Manitca Home Base	12	2,868	4,914	3,505	3,762	4,168	5,457	5,442	4,743	4,796	5,421	6,038	4,701	55,815	SJC	9,912	563%
Marci Massei	24	2,393	2,890	2,761	2,665	3,221	3,008	2,727	2,742	3,123	2,697	1,148	920	30,294	SJC	39,646	76%
St. Mary's	24	942	1,384	891	467	1,482	1,859	2,243	4,339	2,826	2,053	1,789	1,981	22,257	SJC	39,646	56%
Stockton Home Base	90	8,233	8,091	7,091	4,824	6,544	5,276	5,063	7,767	11,009	7,841	6,885	3,479	82,101	SJC	74,337	110%
Tracy Home Base	12	2,221	3,607	4,076	3,855	3,099	2,086	3,283	3,588	2,872	5,540	5,545	2,750	42,522	SJC	9,912	429%
Walnut	24	4,677	5,014	4,176	5,093	5,042	4,208	4,619	3,201	1,227	1,467	2,051	3,274	44,050	SJC	39,646	111%
Administrative Services		0	0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%
Program Services		100	100	697	518	75	88	88	458	200	0	2,515	0	4,837	SJC	0	0%
Policy Council		0	0	0	0	0	0	0	0	0	0	0	0	0	SJC	0	0%
SUBTOTAL IN-KIND	2,090	292,078	278,638	244,436	135,692	104,055	146,990	200,894	251,825	257,356	247,256	289,462	261,080	2,709,762	0	2,230,643	121%
x																	
State General Child Care*		225,590	215,386	223,645	214,040	134,741	194,744	192,905	225,747	210,577	210,967	214,282	215,460	2,478,085	Kern	2,821,834	88%
State Preschool*		468,476	403,837	407,462	237,630	182,181	354,638	452,716	529,198	492,046	443,829	522,656	500,892	4,995,561	Kern	3,865,832	129%
State Migrant Child Care*		8,159	10,870	12,275	10,345	4,863	6,336	6,700	8,166	6,999	6,878	7,700	7,509	96,800	Kern	125,833	77%
SUBTOTAL CA DEPT of ED		702,225	630,094	643,382	462,015	321,785	555,719	652,320	763,111	709,622	661,674	744,638	723,861	7,570,446		6,813,499	111%
x																	
State General Child Care*		71,287	70,881	72,768	60,412	32,900	43,982	41,161	47,645	43,952	56,878	65,426	69,552	676,845	SJC	1,175,152	58%
SUBTOTAL CA DEPT of ED		71,287	70,881	72,768	60,412	32,900	43,982	41,161	47,645	43,952	56,878	65,426	69,552	676,845		1,175,152	58%
GRAND TOTAL		1,065,590	979,613	960,586	658,119	458,740	746,691	894,375	1,062,581	1,010,930	965,808	1,099,526	1,054,493	10,957,053		10,219,294	107%
														CCP In-Kind	926,226		
														Total In-kind	11,883,279		

Community Action Partnership of Kern
 Early Head Start Child Care Partnerships
 Non-Federal Share and In-Kind Year-to-Date Report
 Budget Period: March 1, 2022 through February 28, 2023
 Report for period ending January 31, 2023 (Month 11 of 12)

Percent of year elapsed: 91.7%

LOCATION	FUNDED ENROLLMENT	Mar 2022	Apr 2022	May 2022	June 2022	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	YTD Totals	IN-KIND GOAL	% OF GOAL MET
Angela Martinez	24	1,189	1,180	1,171	1,149	966	0	1,054	0	487	956	1,268	10,549	103,398	10%
Kern Community College District - BC	32	15,611	7,572	8,421	11,561	11,410	4,607	12,507	15,261	16,283	1,778	10,054	134,965	137,864	98%
KCSOS - Blanton	16	21,102	18,285	24,742	8,032	5,208	128	6,840	9,123	8,062	14,036	56,375	183,864	68,932	267%
Garden Pathways	11	0	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Taft College	42	53,639	51,151	56,313	58,691	52,646	63,791	56,805	51,780	35,961	29,379	50,037	596,847	180,947	330%
Escuelita Hernandez	16	0	0	0	0	0	0	0	0	0	0	0	0	68,932	0%
TBD	11	0	0	0	0	0	0	0	0	0	0	0	0	47,391	0%
Program Services		0	0	0	0	0	0	0	0	0	0	0	0		
Admin Services		0	0	0	0	0	0	0	0	0	0	0	0		
GRAND TOTAL	152	91,541	78,187	90,647	78,284	69,264	68,526	76,151	76,165	60,306	45,194	116,466	926,226	654,854	141%

Budget reflects Notice of Award #09HP000163-03-04



MEMORANDUM

To: Budget and Finance Committee

A handwritten signature in blue ink, appearing to read 'Emilio Wagner'.

From: Emilio Wagner, Director of Operations

Date: April 13, 2023

Subject: *Agenda Item 4b*: Selection of Friendship House Sports Field Lighting Contractor – **Action Item**

Background

CAPK was allocated \$1,000,000 from a line item in the State of California budget for the fiscal year of 2022-2023 to provide site improvements of sports field lighting and perimeter fencing for the Friendship House Community Center. The grant required that a local government facilitator be involved in the transaction to which the City of Bakersfield agreed. The agency and city have both approved an agreement facilitating this arrangement.

The scope of the lighting project includes a fully lit sports field to allow for various options and configurations of the space, such as field sports, softball, or other activities requiring a fully lit area. In addition, lighting has been added to illuminate the exterior basketball courts.

Current Events

As a result of a request for proposal, three contractors responded with a design-build to meet the required specifications. The selection was based on qualifications and price, please see the scoring summary attached. The highest-scoring proposal in this case was also the lowest bid with a total cost of \$350,000. Bronco Electric has completed other like projects for the Kern High School District.

Recommendation:

Staff recommends that the Budget and Finance Committee authorize the Chief Executive Officer to execute a contract with Bronco Electric Inc. and any subsequent amendments.

Attachments:

Bronco Electric Proposal
Scoring Summary

REQUEST FOR PROPOSALS (RFP)
FOR
Design Build
LED Sports Field Lighting Design

Request for Proposal Number: FHCC 2022-002
December 20, 2022



REQUEST FOR PROPOSALS (RFP):

Design Build Services
LED Sports Field Lighting

GENERAL CONDITIONS

I. PURPOSE

Community Action Partnership of Kern (CAPK) is soliciting proposals from qualified vendors to provide design build services for the installation of LED sports field lighting at the Friendship House located at 2424 South Martin Luther King Blvd.

CAPK owns and operates The Friendship House Community Center which consists of approximately 84,000 square feet of sports field which is used throughout the year for youth soccer. CAPK wishes to expand the use of this field for other purposes to include nighttime games and practices.

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. November 9, 2022**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

B. Proposal Submission Instruction to Vendors: Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)
RFP No. FHCC 2022-002
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309
Or via email to: procurement@capk.org

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

Expected Timelines:

	Date(s)	Event
1	October 11, 2022	RFP Released to public
2	October 18, 2022	Due date for Vendor Questions -Please email to Procurement@capk.org
3	October 21, 2022	Responses to Vendor questions emailed to Vendors
4	November 9, 2022 by 2:00pm	DUE DATE FOR PROPOSALS FROM VENDORS
5	November 16, 2022	Notification of Award
6	November 18, 2022	Contract preparation

- C. Right to Reject:** CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP. CAPK reserves the right to waive any and all informalities or irregularities in any proposal.
- D. Confidentiality:** The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.
- E. Notification of Award:** CAPK anticipates but does not guarantee that the Contract will be awarded by **November 30, 2022.**
- Award will be made to the most responsible Vendor whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination.
- F. Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.
- A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

II. SPECIFICATIONS

- A. Project Summary:** A conceptual design is attached to depict the proposed location. The project will require site development.

Project location: 2424 South Martin Luther King Blvd, Bakersfield, CA 93307

Contractor shall develop a fee for each phase, design, and construction found in the scope of services below. Once the contract is executed contractor may commence Phase I of the project, Phase II will commence once a notice to proceed is issued by CAPK.

CAD site plan is available upon request.

B. Scope of Services:

This project includes but not limited to the complete design and construction of an LED sports field lighting system for the area identified on the provided site plan. Including but not limited to photometric design, lighting controls, light poles, interconnection, underground conduit, wiring, breakers, panels, light fixtures, and base footings.

1. Permits and Fees: Apply for, obtain, and pay for permits and fees required to perform the work. Submit copies to owner.
2. Architectural or engineering: Contractor will be responsible for any necessary engineered and architectural drawings required for the submittal of plans to the local building department. Copies to be submitted to owner.
3. Codes: Comply with applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to owner.
4. Dimensions: Note that the dimensions herein are to provide bidders with an approximate scope of work for the project and it is the bidder's sole responsibility to accurately and completely determine the amount of material and labor necessary to complete the work; no additional costs or time delays will be considered by the owner for bidder's inaccurate determinations.
5. Existing Conditions: Notify owner of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior approval.
6. All existing items not to be removed shall be protected from damage and if damaged contractor will be required to return the items to its original condition.
7. Contractor is responsible for the design of all components mentioned in this scope and must meet local code requirements for a fully operational system.
8. Awarding contractor shall provide any applicable color samples.

Photometric Study

- A. A photometric study must be completed to ensure atleast 30-foot candles per vertical square foot.
- B. Copies of the photometric study shall be provided to the owner.

Lighting Uniformity

- A. Class 3 with at least .5 lighting uniformity.

Lighting Controls

- A. A wireless/remote control system is preferred. Prefer to eliminate the possibility of any type of vandalism of a control box. If a control box is required, it must be installed in a secondary lockbox. The wireless system shall be capable of turning on and off the lighting and any other options via a cellular smartphone or tablet.
- B. Contractor will be responsible for providing any necessary wired or wireless communication signal to the device location. Contractor will be responsible for the patch cable from the onsite network switch to the patch panel and wiring from the patch panel through the path to the device location. If no path exists contractor will be responsible for creating a path. If a wireless access point is required contractor will mount the AP in a location that cannot be tampered with.

Fixtures

- A. New LED Sports Lighting fixtures capable of maintaining the foot candles identified on the photometric plan.
- B. Color Temperature 5000K

Electrical

- A. Original electrical plan set has been provided to identify the existing electrical load and design.
- B. Contractor will be required to evaluate the current MSB, to ensure that the additional load of the lighting can be handled.
- C. Contractor can use any existing available paths to the sports field to power the lighting system and control panel. If a new path is required to MSB contractor will be responsible for returning any disturbed landscaping, flat work, or other surfaces to their original finish.
- D. Coordinate with the owner on the placement of any additional subpanels that may be necessary.
- E. Lighting control panel can be located outside but must be lockable and secure.
- F. Any pull boxes will need a locking lid to be secure from vandalism or theft of wire.
- G. If any junction boxes are to be mounted to the light poles they shall be out of reach without the use of a ladder or tamper-resistant. Prefer that any splices needed are performed in a pull box near the light pole with a secure lid.

Light poles and footings

- A. Footings to be designed and constructed to meet applicable California building codes. Contractor is responsible for any necessary engineering.
- B. Light poles shall be provided that meet required code related to structural criteria, such as but not limited to, wind load and seismic criteria.
- C. Pole shall embed into concrete footing.
- D. Galvanized finish preferred.

Warranties

- A. Provide everything necessary including without limitation: labor, material and equipment to replace or repair any defective installation and or manufacturer's defect for a period of one year from completion at no additional cost to the Owner.
- B. OEM manufacturer's warranty on all products used.

C. Minimum Qualifications:

- a. California registration and licensing in the appropriate and applicable disciplines.
- b. Thorough knowledge of California Building Codes and all applicable State Statutes, building codes and regulations including, Americans with Disabilities Act, without limitation, the provisions of Local Public Contracts Law.
- c. Current relevant working experience designing similar projects.
- d. Upon award of the contract, ability to secure professional liability insurance for error and omissions as well as commercial general liability, automobile liability and workers' compensation insurance.

III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

- A. **Cover Letter:** Include a cover letter expressing the firm's interest and understanding of the request for proposals. The letter should name all the persons authorized to make representations for the Proposer and be signed by an authorized representative.
- B. Type of organization (i.e.) individual, partnership, corporation, etc.
- C. **Firm Background:** Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.
- D. List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.
- E. Briefly propose a general work plan to complete the services for the CAPK LED sports field lighting project relative to the scope of work as outlined in this RFP.
- F. List of sub-contractors along with license numbers connected with the project.
- G. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- H. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. Vendor shall have read and shall be aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof.
- I. Vendor Information Sheet: **Appendix A.**
- J. W-9: **Appendix B.**
- K. Additional Terms and Conditions: **Appendix C.**

IV. VENDOR REQUIREMENTS

- A. All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK's needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

V. PROPOSAL SUBMITTAL PROCESS

- A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.
- B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets

unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK’s requirements, as determined by CAPK, including consideration of price and other indicated factors.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below. In compliance with 2 CFR Part 200.319 – Competition, no geographic preferences will be given in the evaluation of this proposal, since the section states: “The Non-Federal entity must conduct procurements in a manner that **prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals**, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.” The selection process is designed to ensure that the Vendor’s services are engaged on the basis of demonstrated competence and qualifications for the type of services to be performed and at fair and reasonable prices for CAPK.

- A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.
- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

<p>Background and experience in providing similar services. Identify the team members being assigned to the project, their specific role in the project and how they have the requisite qualifications and experience to perform in the proposed role.</p> <p>Provide examples of three (3) Similar Projects (see definition below) that the Proponent has been engaged in.</p> <p>Identify sub-contracts being assigned to the project, their specific role in the project, and how they have the requisite qualifications and experience to perform in the proposed role.</p>	<p>Points = 20</p>
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2. Reference: Do you have experience with clients that are similar to CAPK's? Provide 3 references with contact information	Points = 15
Experience and Past Performance Record Demonstrate previous success in meeting client objectives within prescribed timelines and original budgets. Describe the approach to dealing with and implementing stakeholder requests into the project.	Points = 20
Understanding of Project Proposed methodology for carrying out the work. Provide examples of any innovative tools or processes utilized that would improve the likelihood of project success. Identify high-level concepts and options that will be reviewed in trying to achieve the objectives for the project. Strategy for ensuring that quality assurance and quality control are maintained throughout all stages of the project.	Points = 15
5. Fee - Design– See Bid Sheet Attachment A	Points = 15
6. Fee - Construction Administration – See Bid Sheet Attachment A	Points = 15
Total	Points =100

- C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

CAPK contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CAPK's proposal evaluation team.

- D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

VII. CONDITIONS TO AWARD

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board of Directors or program personnel prior to selection and award of a Contract for this work.

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ATTACHMENT A

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

- a. Design Fee \$15,000.00
- b. Construction Fee \$335,000.00

Note: \$29,000 is budgeted for Building Permit Fees and is included in Construction Fee Total.

Additional lighting to light up basketball court is also included in price per Musco Design

The Construction Fee will be a fixed fee and should cover the cost of the contractor's overhead and profit, total construction cost and all necessary permitting, for a fully operational lighting system.

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APPENDIX A

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

VENDOR INFORMATION SHEET

Date: 11-10-2022 Prepared By: Bret Smith
Official Business Name: Bronco Electric, Inc.
DBA:
Location Address: 1711 Art Street Bakersfield Ca 93312
Remit Address: 1711 Art Street Bakersfield Ca 93312
Contact Person: Bret Smith Title: Treasurer
Phone #: 661-589-9439 Accts. Receivable Phone #: 661-589-9439
Fax #: 661-588-2220 Customer Service Phone #: 661-589-9439
CAPK Vendor #: Unknown- We are Current Vendor E-mail Address: bsmith@broncoelectric.com
Federal ID # or SS#: 77-0333484 Type of Business: Electrical Contractor
Contractor Lic #: C-10 427730 Business Lic #: 2300004283 City Issued: Bakersfield
General Liability Insurance Carrier & Policy #: CNA Policy # 6081559183
Auto Liability Insurance Carrier & Policy #: CNA Policy # BUA 6081439206
Workers Compensation Insurance Carrier & Policy #: Insurance of the West Policy # WPL 5027620 07

FEDERAL TAX CLASSIFICATION:

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

BUSINESS ENTITY/CLASSIFICATION:

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

SBA CLASSIFICATION:

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

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

Years in Business: 42 Accept Purchase Orders: Yes No

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

Authorized Signature: [Signature] Print Name: Bret Smith
Title: Treasurer Date: 11-10-2022

REV. 012516

APPENDIX B

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

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>2 Business name/disregarded entity name, if different from above Bronco Electric, Inc.</p> <p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <i>Note.</i> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____</p> <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i></p> <p>5 Address (number, street, and apt. or suite no.) 1711 Art Street</p> <p>6 City, state, and ZIP code Bakersfield, Ca. 93312</p> <p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>
---	---

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
7	7	-	0	3	3	3	4	8	4

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 11-10-2022
------------------	----------------------------	--------------------------

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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

By signing the filled-out form, you:

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

APPENDIX C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

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

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

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

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

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

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

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

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

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

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

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



12-20-2022

Signature

Date

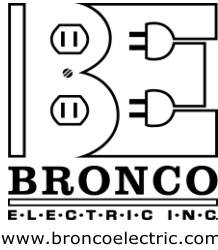
Bret Smith

Print Name

Bronco Electric, Inc.

Company Name

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1711 Art Street
Bakersfield, CA 93312

Office (661) 589-9439
Fax (661) 588-2220

A.

Bronco Electric, Inc. is very interested in performing the Design and Construction of the LED Sports Field Lighting as per RFP No. FHCC 2022-002.

Bronco Electric's understanding of the project is as follows:

- Permit Fees for Building Department Permit
- Musco Pole System
- Provide Sports Lighting Poles and LED heads as per Design Criteria
- Provide photometric plan to CAPK for approval
- Design electrical system as needed for Sports Lighting RFP
- Provide Electrical Engineering review and Stamp as required by RFP
- Provide Errors and Omissions Insurance for Electrical Design
- Provide Drafting for Plans for Building Department
- Provide In House Surveying as needed for Pole Placement
- Auger Holes as needed for Precast Sports Light Bases
- Install Bases and Concrete as per Structural Design
- Install conduit and wiring per electrical Design Plans
- Trench and backfill as need for conduits
- Install Christy Boxes at each pole with Bolt down lids as requested for security
- Install Control Panel and Electrical Sub-panel adjacent to existing conduit stub per As-Builts supplied
- Install Feeder wiring to new sub-panel as needed
- Build and Install Sports Lighter Poles and Laser aim per Design Drawings
- Verify Operation and Provide 2 Hour training for Maintenance personnel for programming of Sports Lighter Controls per RFP
- Trenches to pole lights are to be reseeded with grass to match existing (No sod for replacement)
- Excess dirt spoils from Sports Lighting pole bases to be removed from site
- Provide Arc Flash Labeling on Panel and new breaker as needed per Code
- Provide one year warranty as per RFP
- Coordinate with Building Department for Inspections as needed
- Provide Temporary Restroom Facilities as needed for duration of Project

The following are authorized Representatives of Bronco Electric, Inc.

Bret Smith and Robbie Judd

B.

Bronco Electric, Inc. is a Corporation in the State of California.

C.

The Corporation of Bronco Electric, Inc. is structured with an ownership of 60% owned by Randall Smith and 40% owned by Bret Smith.

Bronco Electric, Inc. Serves the Kern County Area and has been in Business since 1980.

Bronco Electric, Inc. is financially stable and can provide Performance Bonding for this project if required.

Bronco Electric, Inc. is in Bakersfield California and has easy access to the project location as we are a Kern County Contractor.

D.

Key Personnel Qualifications

Bret Smith has a bachelor's degree from CSUB Bakersfield in Business Administration. A California Electrician State License, A Certified California Lighting Controls Acceptance Technician certification, Holds the Contractor's License for Bronco Electric, Inc. A Certified Master Electrician License in the State of Idaho. Is a Local 428 IBEW Apprenticeship Committee Member.

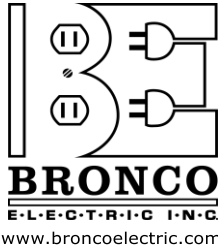
Robbie Judd has 15 years' experience with Electrical Project Management and Construction.

Zane Smith holds a bachelor's degree from Boise State in Construction Management. Is proficient in Auto cad, Revit and Navis Works.

Similar Projects

- Villa Caribe Park in McFarland California. Project consisted of panel work, site work to install sports lights and area pole lights.
- McFarland Stadium Lighting. Project Consisted of 6 Sports Light poles complete with site work and panel work.
- Frontier High School Stadium Lighting Project. Project consisted of 6 sports Light Poles site work and panel work.

All projects listed above are very similar in scope to this RFP. All projects were completed on schedule and no warranty work was needed!



1711 Art Street
Bakersfield, CA 93312

Office (661) 589-9439
Fax (661) 588-2220

Sub-Contractor Roles

- Tumblin Co has worked with us on other successful projects in this scope of work
- Antrox Engineering has completed many Design Build Projects for us in the past.
- T&T Crane Services has worked with us on every sports lighting install we have done. They are very experienced with the installation of the Sports Lighting Pole Light system.
- Our subcontractors have experience in this type of work

E.

Please refer to section **A** as this is the understanding and breakdown of the RFP showing all steps needed for successful completion of project!

F.

Sub-Contractor List with DIR Numbers

- Tumblin Construction DIR #1000003721
- T&T Crane DIR #1000016362

G.

Bronco Electric will provide a 2% discount which is reflected in our Construction Cost Line Item.

H.

Bronco Electric, Inc. its Vendors and key staff have no know Conflicts of Interest regarding providing these services to CAPK for this or any other projects.

Signed:

I.

See Attached (Appendix A) Vendor Information Sheet

J.

See Attached (Appendix B) W-9

K.

See Attached (Appendix C) Terms and Conditions

SCORING ITEMS

Item 1:

See Item D for

- Key Members assigned to project
- Three similar projects completed
- Sub-Contractors and Roles

Item 2: Clients Similar to CAPK

CAPK

- We are a current Vendor for CAPK and are in the finishing stages of three projects for Colombo Constructions for CAPK, Martha Morgan, Sterling Rd School and Harvey Hall School.
- Contacts Emilio Wagner e-mail ewagner@capk.org
- Joe Colombo jcolombo@colomboconstruction.com

Cal Water Service Co.

- Tammy Johnson tjohnson@calwater.com

Housing Authority of Kern County

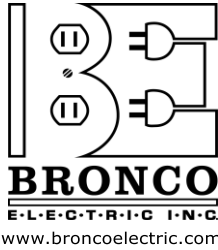
- Janet Gourley jgourley@kernha.org

Item 3:

- See Item D for similar projects. These projects were completed with in schedule set by General Contractor with input and coordination for our internal schedules
- We prescribe to the WBS (Work Breakdown Structure) to monitor and watch or projects throughout the construction project.
- This process helps us keep the project visible for scheduling and budgeting for our internal processes

Stakeholder Request Approach

- Our approach to requests for project stakeholders is as follows
- Once we receive a request or directive from a stakeholder, we generate a detailed labor and materials scope broken down by line item and present this to the Stakeholder in charge of the project to see if we are all in agreement to scope request.
- Once in agreement and all changes executed in written we will then proceed with the implementation of the request.



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Bakersfield, CA 93312

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Item 4:

Understanding the Project

- Please see our breakdown of the project under Section A above
- This breakdown encompasses the project from start to finish
- With our experience in this scope of work we have a very good understanding of what is needed to complete this project
- We have invested in our Company equipment which in turn keeps our work down under our own control. Equipment we own are trenchers, compactors, Air compressors and Trimble survey equipment used with AutoCAD and Revit software. We use our Trimble layout station for our in-house installation layout drawings for our prefabrication. We have also invested in a 360-degree camera to monitor our projects with Open Space software which is a visual record of how the project progressed.
- We use all our equipment, software, and field personnel, which are IBEW trained, to provide a quality project that all Stakeholders and Bronco Electric can be proud to say we were a part of the Construction!

Item 5:

Fee -Design see Attachment A (Last Page of RFP)

Item 6:

Fee -Construction Administration see Attachment A (Last page of RFP)

Additional Attachments for RFP

Pole Location Plan

Photometric Plan

Pole and Fixture Cut Sheets

Attachment A (Pricing)

CAPK Friendship House Community Center Soccer

Bakersfield, CA

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
S1	70'	70'	2	TLC-LED-1200	2.34 kW	A
		40'	4	TLC-LED-1500	5.72 kW	A
S2	70'	70'	1	TLC-LED-1200	1.17 kW	A
		70'	4	TLC-LED-1500	5.72 kW	A
S3	60'	60'	2	TLC-LED-1200	2.34 kW	A
		60'	2	TLC-LED-1500	2.86 kW	A
S4	60'	60'	1	TLC-LED-1200	1.17 kW	A
		60'	2	TLC-LED-1500	2.86 kW	A
4		60'	1	TLC-LED-900	0.89 kW	A
		21	26.23 kW			

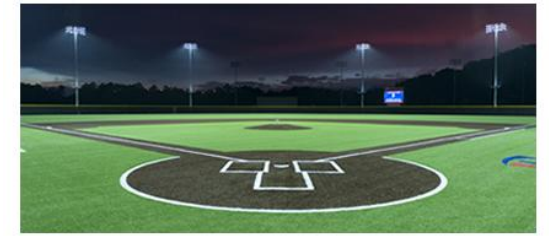
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Multi-Purpose	26.23 kW	21

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>120,000	>120,000	>120,000	6
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	1
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>120,000	>120,000	>120,000	12
TLC-LED-600	LED 5700K - 75 CRI	580W	65,600	>120,000	>120,000	>120,000	2

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Basketball	Horizontal Illuminance	21.3	10	37	3.74	2.13	A	21
Multipurpose Field	Horizontal Illuminance	30.2	21	38	1.82	1.44	A	21
S Dr. MLK Jr. Blvd Spill	Horizontal	0	0	0	0.00		A	21
S Dr. MLK Jr. Blvd Spill	Max Candela (by Fixture)	0	0	0	0.00		A	21
S Dr. MLK Jr. Blvd Spill	Max Vertical Illuminance Metric	0	0	0	0.00		A	21

From Hometown to Professional



We Make It Happen®

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
1	S1	70'	-	70'	TLC-LED-1500	4	4	0	
				40'	TLC-LED-600	2	2	0	
				70'	TLC-LED-1200	2	2	0	
1	S2	70'	-	70'	TLC-LED-1500	4	4	0	
				70'	TLC-LED-1200	1	1	0	
				60'	TLC-LED-1500	2	2	0	
1	S3	60'	-	60'	TLC-LED-1500	2	2	0	
				60'	TLC-LED-1200	2	2	0	
				60'	TLC-LED-900	1	1	0	
1	S4	60'	-	60'	TLC-LED-1500	2	2	0	
				60'	TLC-LED-1200	1	1	0	
				60'	TLC-LED-1200	1	1	0	
4	TOTALS					21	21	0	

GRID SUMMARY	
Name:	Multipurpose Field
Size:	320' x 280'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

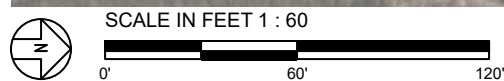
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average:	30
Scan Average:	30.2
Maximum:	38
Minimum:	21
Avg / Min:	1.45
Guaranteed Max / Min:	2
Max / Min:	1.82
UG (adjacent pts):	1.60
CU:	0.78
No. of Points:	84
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) Ⓢ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1500	2	2	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	1	1	0
1	S4	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				TOTALS		21	21	0

GRID SUMMARY	
Name:	Basketball
Size:	86' x 50'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

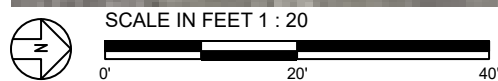
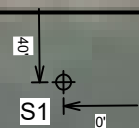
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
Entire Grid	
Guaranteed Average:	20
Scan Average:	21.3
Maximum:	37
Minimum:	10
Avg / Min:	2.17
Guaranteed Max / Min:	4
Max / Min:	3.74
UG (adjacent pts):	1.81
CU:	0.03
No. of Points:	40
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1500	2	2	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	1	1	0
1	S4	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0

CAPK Friendship House Community Center Soccer Bakersfield, CA

GRID SUMMARY	
Name:	S Dr. MLK Jr. Blvd Spill
Spacing:	30.0'
Height:	3.0' above grade

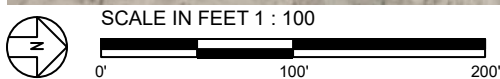
ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.000
Maximum:	0.00
Minimum:	0.00
No. of Points:	29
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1500	2	2	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	1	1	0
1	S4	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0

GRID SUMMARY	
Name:	S Dr. MLK Jr. Blvd Spill
Spacing:	30.0'
Height:	3.0' above grade

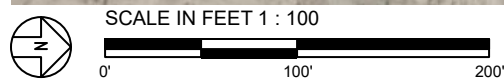
ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
	Entire Grid
Scan Average:	0.000
Maximum:	0.00
Minimum:	0.00
No. of Points:	29
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LIST FOR AREAS SHOWN								
Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	S1	70'	-	70'	TLC-LED-1500	4	4	0
				40'	TLC-LED-600	2	2	0
				70'	TLC-LED-1200	2	2	0
1	S2	70'	-	70'	TLC-LED-1500	4	4	0
				70'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1500	2	2	0
1	S3	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	2	2	0
				60'	TLC-LED-900	1	1	0
1	S4	60'	-	60'	TLC-LED-1500	2	2	0
				60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-1200	1	1	0
4	TOTALS					21	21	0

GRID SUMMARY	
Name:	S Dr. MLK Jr. Blvd Spill
Spacing:	30.0'
Height:	3.0' above grade

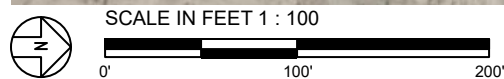
ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 0.000
Maximum:	0.00
Minimum:	0.00
No. of Points:	29
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	21
Total Load:	26.23 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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EQUIPMENT LAYOUT

INCLUDES:

- Basketball
- Multipurpose Field

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

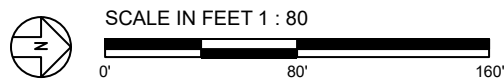
Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		Luminaires			
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	
1	S1	70'	-	70'	TLC-LED-1500	4	
				40'	TLC-LED-600	2	
				70'	TLC-LED-1200	2	
1	S2	70'	-	70'	TLC-LED-1500	4	
1	S3	60'	-	60'	TLC-LED-1500	2	
				60'	TLC-LED-1200	2	
1	S4	60'	-	60'	TLC-LED-900	1	
				60'	TLC-LED-1500	2	
				60'	TLC-LED-1200	1	
4	TOTALS						21

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	7.0	6.6	6.1	5.2	4.2	4.0	3.0
TLC-LED-900	5.3	5.0	4.6	4.0	3.2	2.9	2.3
TLC-LED-1500	8.5	8.1	7.4	6.4	5.1	4.7	3.7
TLC-LED-600	3.4	3.2	3.0	2.6	2.0	1.9	1.5



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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PRELIMINARY FOUNDATION AND POLE ASSEMBLY DRAWING

TABLE 1: POLE ASSEMBLY			
POLE ID	POLE HEIGHT ft (m)	# OF LUMINAIRES	ASSEMBLED POLE WEIGHT ³ lb (kg)
S1	70 (21.3)	6	2245 (1018)
S2	70 (21.3)	5	1809 (821)
S3	60 (18.3)	4	1095 (497)
S4	60 (18.3)	4	1090 (494)

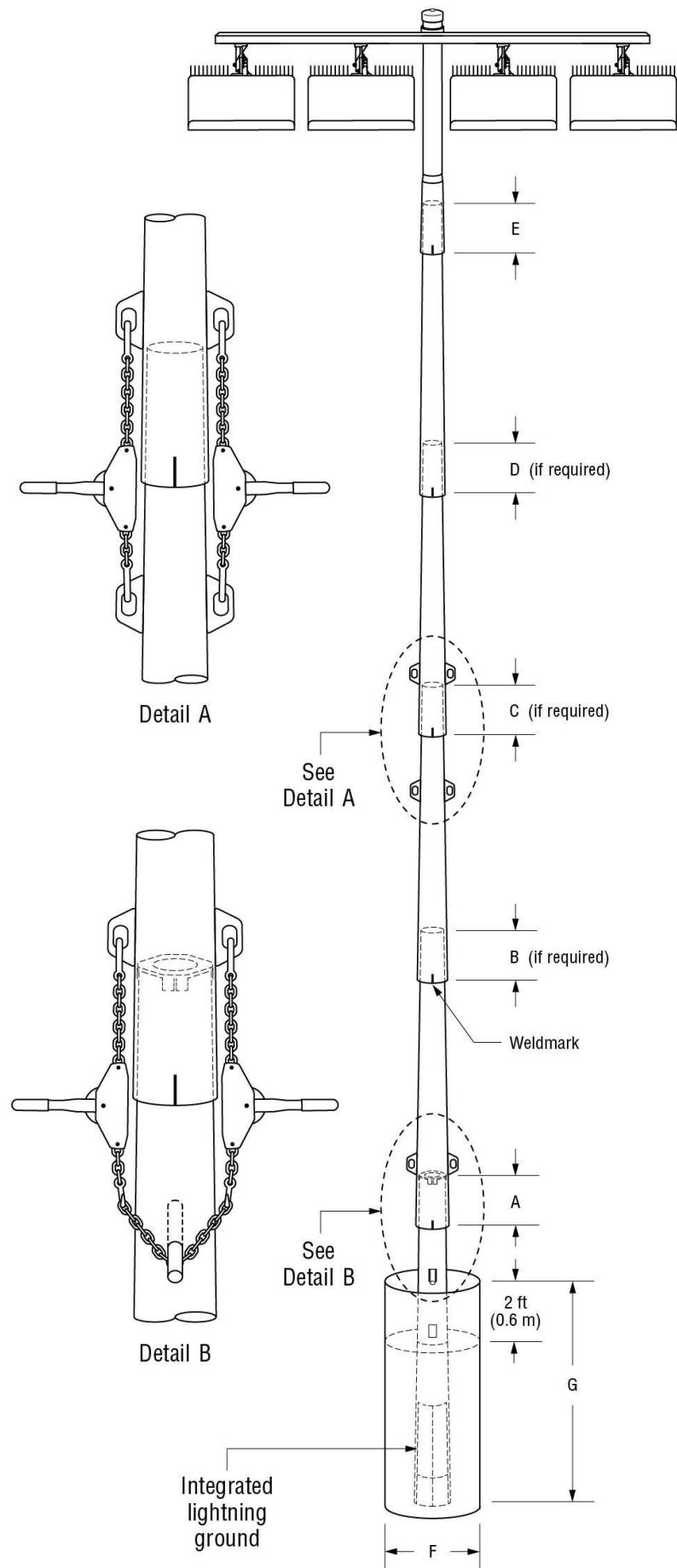
Pole Assembly Notes:

1. Steel pole should overlap concrete base and be seated tight with 1 1/2 ton come-alongs (contractor provided).
2. Align weldmarks on steel sections before assembling.
3. Assembled pole weight includes steel sections, crossarms, luminaires, and electrical components enclosures.
4. Section overlap must be pulled together until tight. Overlap measurement should be +/- 6 in (150 mm).
5. This document is not intended for use as an assembly instruction. See *Installation Instructions: Light-Structure System™ Lighting System* for complete assembly procedure.

TABLE 2: FOUNDATION DETAILS							
POLE ID	CONCRETE BASE WEIGHT lb (kg)	BURIAL INFORMATION ^{3,4}			CUT BASE	LIGHTNING GROUND ⁵	
		F in (mm)	G ft (m)	CONCRETE BACKFILL ^{1,2} yd ³ (m ³)		TYPE	SUPPLEMENTAL INSTRUCTION
S1	3780 (1715)	30 (762)	14 (4.3)	1.6 (1.2)	NO	INTEGRATED ⁶	N/A
S2	2770 (1256)	30 (762)	12 (3.7)	1.5 (1.1)	NO	INTEGRATED ⁶	N/A
S3	1870 (848)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED ⁶	N/A
S4	1870 (848)	30 (762)	10 (3.0)	1.2 (0.9)	NO	INTEGRATED ⁶	N/A

Foundation Notes:

1. Concrete backfill is calculated to 2 ft (0.6m) below grade (no overage included). Top 2 ft (0.6m) to be class 5 soil compacted to 95% density of surrounding undisturbed soil unless otherwise specified in stamped structural design.
2. Concrete backfill required 3000 lb/in² (20 MPa) minimum.
3. Foundation design per 2019 CBC, 95 mph, exposure category C, variation STD.
4. Assumes IBC class 5 soils.
5. Standard bases include integrated lightning protection. If bases are cut, supplemental lightning protection is required. Contact Musco for materials and instruction.
6. Lightning protection is a manufacturer installed concrete encased electrode and connector. Ground connection is made when concrete base is installed and footing is poured. No additional steps required.



R60-62-00_A

TLC *for* LED[®]

Total Light Control[™]




We Make It Happen[®]

Keeping Good Lighting Affordable

With the emergence of LED sports lighting, facility owners are discovering that different manufacturers produce vastly different results.

The LED light source has distinctive challenges and advantages. To realize the full potential of LED lighting, it takes experience and a proven system for controlling and applying the unique characteristics of the diode in a sports setting.

With Musco's more than 45 years of experience—and over a decade of researching LED—our Team has looked at the combination of issues to achieve the best solution to meet your needs from structures, to quality of on-field light, to off-site impact, to energy and costs.

The result is a system that makes Musco's great lighting even better.

Better for players...

who want to perform their best and be able to track the entire flight of the ball.

Better for fans...

who want to see the game better and enjoy world-class light shows watching preps or the pros.

Better for neighbors...

who won't have light spill or glare in their homes or lights left on when not in use.

Better for the night sky...

with more light directed onto the field and less spilling above it.

Better for your budget...

an affordable system that's built to last and control operating costs.

And you won't have to worry about maintenance costs for up to 25 years.

Control

from foundation to poletop...

from the light source to the field,
preserving the night sky...

assuring the results you expect,
day 1... year 1... and for 25 years.



A Unique System Design

5 Easy Pieces™ complete from foundation to poletop.

While other manufacturers produce single light fixtures, our system approach delivers better long-term reliability and trouble-free operation.

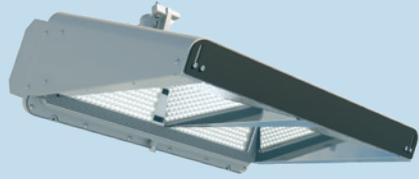
Whether it's Light-Structure System™ complete from foundation to poletop, or SportsCluster® System retrofitted to existing structures, we include lighting, structural, and electrical components designed to work together.

Our system provides a more protective environment for the LED's sensitive electronics, integrated grounding, surge protection, and remote drivers so servicing can be done from a step ladder, not a lift.

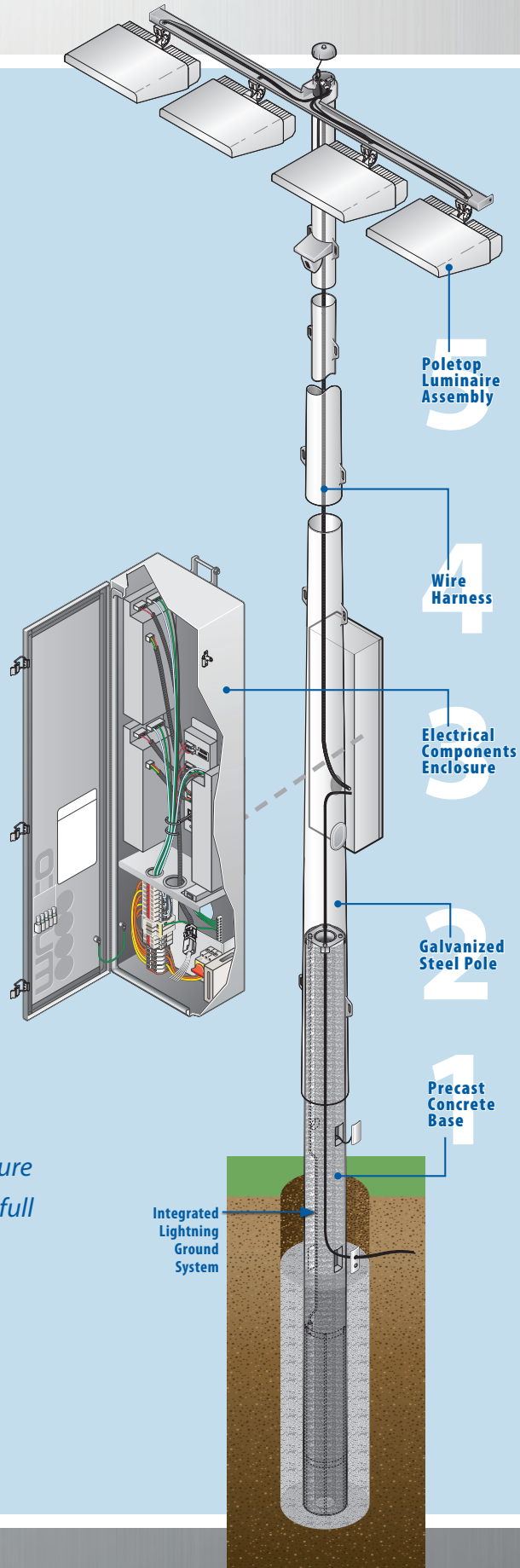
And we guarantee its performance for up to 25 years.



Control
from the foundation to the poletop.



TLC for LED[®]
Total Light Control™



“Advancements in all aspects of fixture design are critical to achieving the full performance of LED technology.”

— U.S. Department of Energy
www.energy.gov/eere/ssl/led-basics

A Better Night Game Experience

The key issues in sports lighting haven't changed—how do you put more light onto the field, spill less around it, protect the night sky, reduce glare, and ensure it performs when needed and withstands the elements.

Our TLC for LED® system delivers highly-controlled downward light from the poletop, along with precisely-targeted upward light from our BallTracker® luminaires. Together, this patented system illuminates the underside of a ball in flight, creates better contrast against the dark night sky, and creates unparalleled cut-off, preventing spill and glare from affecting the surrounding area.

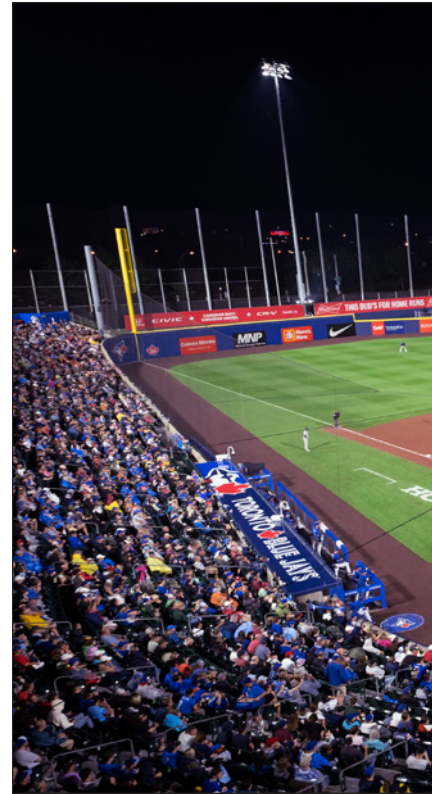
And for an enhanced entertainment experience, Musco's strategically located color-changing luminaires and innovative light-to-sound synchronization capabilities create Big League light shows for players and fans at fields of all sizes.

This is why, when you walk onto a field lit by Musco, it just looks better.

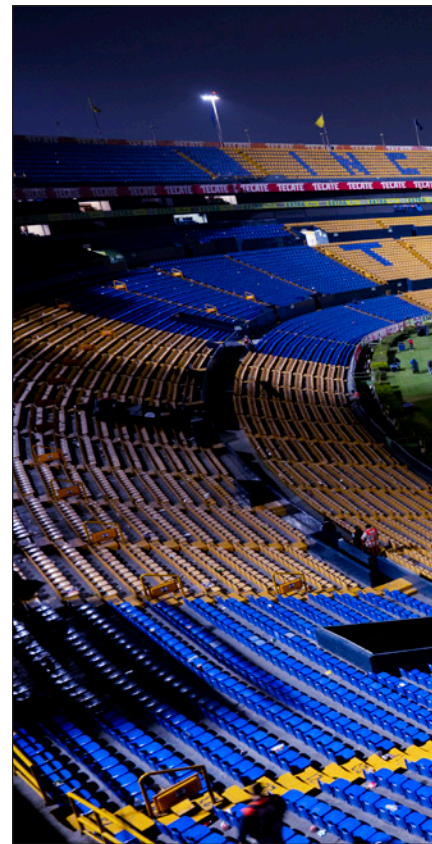
"Now you can actually see the seams of the baseball coming in at you, and you can pick up spin easier. BallTracker is really important because when the ball gets up into the air it keeps the ball white against the dark sky. So it helps a lot."

— Nate Esposito, Wilmington Blue Rocks (MiLB)

Control from the light source to the field.



Sahlen Field - Buffalo, New York, USA



Estadio Tigres - Nuevo Leon, Mexico



With patented BallTracker® technology, players enjoy quality lighting, no glare, and better ability to track the entire flight of the ball.



Pinpoint control from 1,100 feet away highlights the target area while preserving surrounding darkness.



Event lighting with dimming saves energy for high-usage, multi-use venues.



Show-Light® theatrics and special effects enhance fan and TV experience.

Mount Rushmore - Keystone, South Dakota, USA

University of Notre Dame - Notre Dame, Indiana, USA

A Solution Neighbors Will Love

Emitting light is easy, controlling it isn't. At Musco, we care as much about preserving darkness around your field as we do putting high-quality lighting onto it.

Our system's custom optics, designed around the LEDs, control and apply the light precisely where it's needed. And our patented fixture visoring greatly reduces glare at the light source.

This means no spill light or disruptive glare affecting neighboring homes, and the preservation of dark skies above. It's why our system could be installed at a large, multi-field sports complex located in close proximity to an international airport.

Our light control capabilities have made lighting possible at fields where, previously, it wasn't allowed due to community concerns.

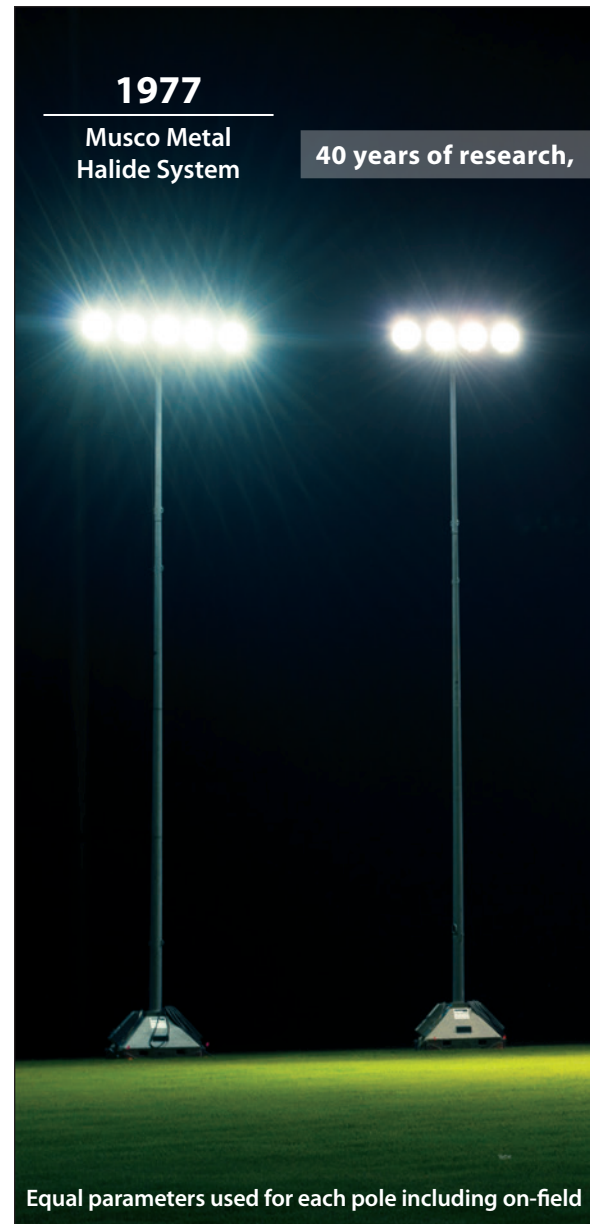
Control
preserving the night sky.

"Glyndon Park is in a naturally wooded residential area. We didn't want to illuminate the homes of neighbors in the area. I initially wasn't supportive of putting in traditional lights. The product Musco has developed allows us to light this field, yet light nothing else around it."

— Parks and Recreation Director, Vienna, VA



Glyndon Park Little League, Vienna, Virginia, USA



Equal parameters used for each pole including on-field

increasing efficiency and minimizing environmental impact.

Today

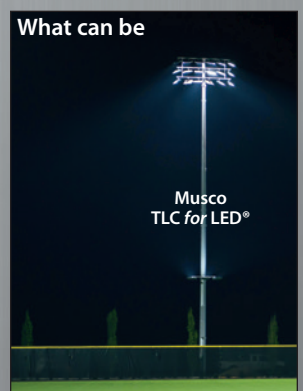
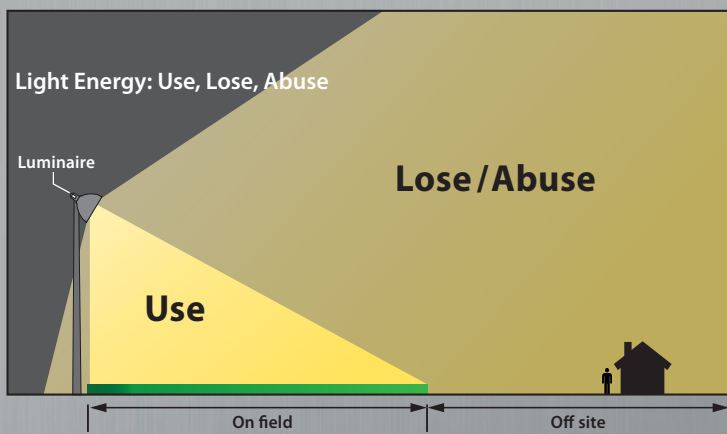
Musco LED System

Today

Other Luminaire Manufacturer LED



light produced, wattage, height, and aiming angle.



A Field That's Always Ready for Play

With the remote facility management of Musco's Control-Link® service, your field will always have light when it's needed.

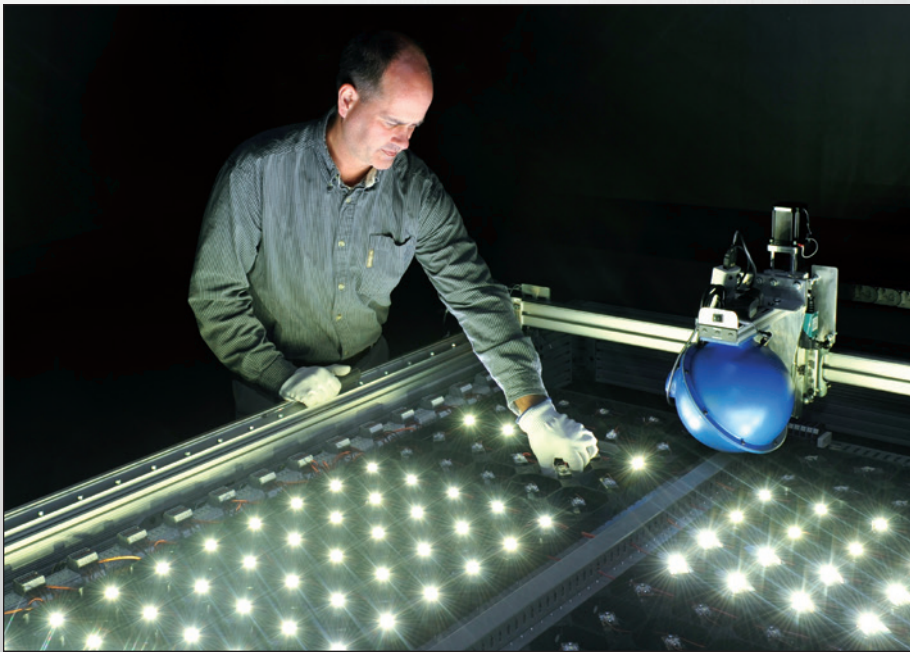
You'll be able to instantly turn your lights on or off from anywhere, with the touch of a smart phone. Our Team at Control-Link Central™ will be there for you 24/7 to provide scheduling and monitoring support.

In fact, if a problem arises we'll likely know about it before you do, right down to the fixture. Here's a look at the service we provided customers in just the past year:

- *Turned lights on/off remotely for more than 7.6 million events.*
- *Conducted routine inspections and maintenance at over 11,000 fields.*
- *Helped with scheduling and answered questions on over 297,000 calls, over 981,000 app sessions, and 1.3 million web site log-ins.*
- *Traveled enough miles servicing fields to circle the equator 24 times.*

And with our 25-year parts and labor warranty, you'll have peace of mind for the next 9,125 days knowing that you'll pay zero maintenance costs, won't have headaches over staffing and managing your lights, and will be free from neighbors complaining about lights being left on.

Control assuring the results you expect.



Our R&D, customization, and application capabilities deliver solutions specific to each customer's needs.

"Musco called to let us know there was an issue before we knew we had a problem."

— Stephen Cooke, CPRP, CYSA
Greenville County Recreation Athletics Manager, Taylors, SC



Our regionally-based technicians provide prompt service for 25 years.

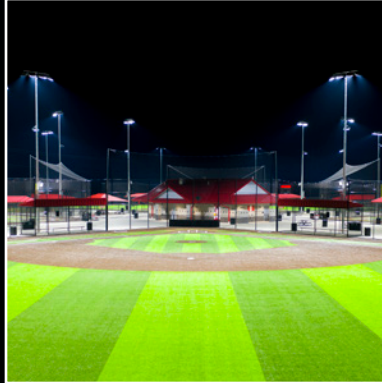


Our Control-Link service provides 24/7 proactive monitoring and the support of a fully staffed call center.



Musco's Light-Structure System™ performs in real world conditions **for 25 years, guaranteed.**

We Make It Happen.®



Control

from foundation to poletop...

from the light source to the field,
preserving the night sky...

assuring the results you expect,
day 1...year 1... and for 25 years.



We Make It Happen.

www.musco.com

e-mail: lighting@musco.com

Phone: 800.825.6030



Control System Summary

Project Specific Notes:

CAPK Bakersfield - 208V/3P, LED C&M, powerline comm

All poles daisy chained onto (1) single contactor,

Basketball fixtures on the same zone as the field fixtures

Project Information

Project #: 223055
 Project Name: CAPK Friendship House Community Center Soccer
 Date: 11/03/22
 Project Engineer: Chris Hensley
 Sales Representative: Nicholas Cobb
 Control System Type: Control-Link™ Control and Monitoring System
 Communication Type: PowerLine-ST
 Scan: 223055C
 Document ID: 223055P1V2-1103163310
 Distribution Panel Location or ID: CPAK - Bakersfield
 Total # of Distribution Panel Locations for Project: 1
 Design Voltage/Hertz/Phase: 208/60/3
 Control Voltage: 120

Equipment Listing

DESCRIPTION	APPROXIMATE SIZE
1.Control and Monitoring Cabinet	24 X 48
	QTY SIZE (AMPS)
Total Contactors	1 100 AMP
Total Off/On/Auto Switches:	1

*Preliminary Plans
 Confirm all Details - voltage,
 # of distribution panels, etc.*

Materials Checklist

Contractor/Customer Supplied:

- A dedicated control circuit must be supplied per distribution panel location
 - If the control voltage is NOT available, a control transformer is required
- Electrical distribution panel to provide overcurrent protection for circuits
 - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring
 - See chart on page 2 for wiring requirements
 - Equipment grounding conductor and splices must be insulated (per circuit)
 - Lightning ground protection (per pole), if not Musco supplied
- Electrical conduit wireway system
 - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

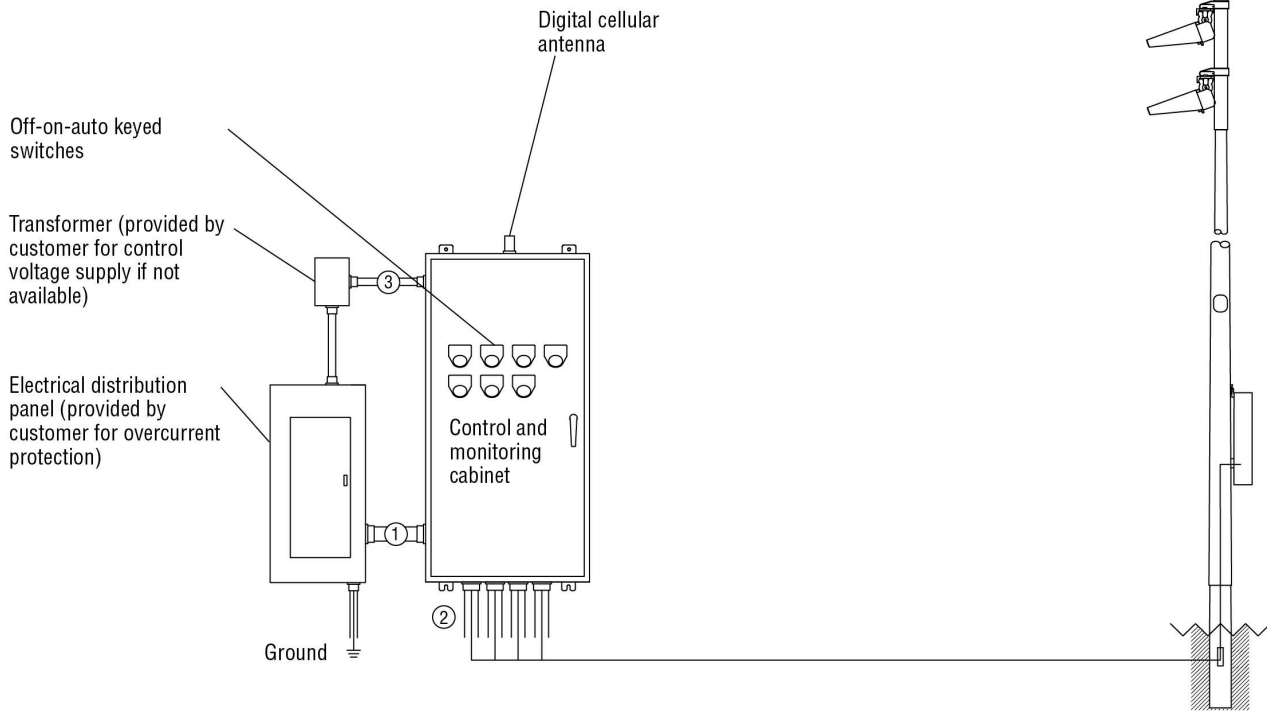
Note: Activation may take up to 1 1/2 hours.

IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amp column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.

Control•Link® Control and Monitoring System



Conduit ID	Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
2	Load power to lighting circuits, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20A)	3	12	*C	N/A	No	C,E

* Notes:

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code unless otherwise specified to allow for connector size.
- D. Equipment grounding conductor and any splices must be insulated.
- E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

R60-100-00_B

IMPORTANT: Control wires (3) must be in separate conduit from line and load power wires (1, 2).



Control System Summary

CAPK Friendship House Community Center Soccer / 223055 - 223055C
 CPAK - Bakersfield - Page 3 of 4

SWITCHING SCHEDULE

<u>Field/Zone Description</u>	<u>Zones</u>
Multipurpose	1

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 450.0
	SEALED: 26.0

CIRCUIT SUMMARY BY ZONE							
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
S1,S2,S3,S4	Multipurpose	21	21	91.0	100	C1	1

*Full Load Amps based on amps per driver.



Control System Summary

CAPK Friendship House Community Center Soccer / 223055 - 223055C
CPAK - Bakersfield - Page 4 of 4

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole S1,S2,S3,S4	91.01		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Multipurpose	S1	C1
			S2	C1
			S3	C1
			S4	C1

**RFP - LED Sports Field Lighting Design: FHCC
2022-002**

		AC Electric	ACE Electric	Bronco Electric
<u>Factors:</u>	<u>Possible Points</u>	Scorer: <u>Emilio Wagner & Maria Contreras</u>	Scorer: <u>Emilio Wagner & Maria Contreras</u>	Scorer: <u>Emilio Wagner & Maria Contreras</u>
Fee Design		\$ 10,000.00	\$ 96,000.00	\$ 15,000.00
Fee- Construction Administration		\$ 407,700.00	\$ 392,000.00	\$ 335,000.00
Total Points Awarded	100	85	81	88



MEMORANDUM

To: Budget and Finance Committee

From: Emilio Wagner, Director of Operations

Date: April 13, 2023

Subject: *Agenda Item 4c*: Head Start Notice of Federal Interest – **Action Item**

Background

As the Committee is aware four Head Start sites were expanded using 100% Federal funds, Harvey L Hall, Martha J Morgan, Pete H Parra, and Sterling. Since the property was purchased and improved using Federal funds the Federal Government has a reversionary interest in the property. To protect that interest in the property a Notice of Federal Interest (NOFI) must be recorded in the jurisdiction where the property is located. Notice of Federal Interest has already been recorded for all four sites, yet three of the four were recorded during 2004 and an update to the recordation is needed.

Current Events

The Head Start Uniform Guidance requires that the agency's governing body receive a copy of the NOFI prior to filing with the Kern County Recorder's Office. For your review are the NOFI documents for Harvey L. Hall, Martha J Morgan, and Sterling Child Development Centers.

Recommendation:

Staff recommends the Budget and Finance Committee accept the Notice of Federal Interest for Harvey L. Hall, Martha J Morgan, and Sterling Child Development Centers.

Attachments:

315 Stine Road Notice of Federal Interest

3811 River Blvd Notice of Federal Interest

3000 Sterling Road Notice of Federal Interest

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

NOTICE OF FEDERAL INTEREST

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A (“the property”), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government’s beneficial ownership interest and other interests (“Federal Interest”) in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families (“HHS”) has awarded grant funds to Community Action Partnership of Kern (“grantee”), a California non-profit, including, but not limited to grant number 09CH011132. The Federal Interest arises because Community Action Partnership of Kern has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of Bakersfield, County of Kern, State of California at 315 Stine Road and recorded in the Kern County Clerk’s Office, Kern, California as APN 149-150-22-00-2. Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- Federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the grantee takes without the responsible HHS official’s written permission;

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, San Francisco Regional Office, 90 7th Street, 9th Floor, San Francisco, CA 94103.

GRANTEE NAME: Community Action Partnership of Kern

GRANT NUMBER: 09CH011132

CAPK governing board received and approved on April 26, 2023

Drafted By: _____

Emilio G. Wagner

Director of Operations

EXHIBIT "A"
Legal Description

Being a merger of four parcels of land described in Document No. 0200100225 O. R. recorded August 15, 2000 and a Grant deed found in book 7002, Page 357 through 359 O.R. recorded March 11, 1994 and recorded in document No. 136647 O. R. recorded September 16, 1994, at the Kern County Recorder's Office, Also being a portion of the southeast quarter of the Northwest quarter of Section 2, T. 30S., R. 273., Mount Diablo Base and meridian in the County of Kern, State of California, and more particularly described as follows:

Commencing at a point on the East line of said southeast quarter of the northwest quarter, a distance of 330.50 feet south of the Northeast corner of said southeast quarter of the Northwest quarter, thence west parallel with the North line of the southeast quarter of the Northwest quarter of said section, a distance of 30.00 feet to the true point of beginning:

Thence south parallel with the east line of the southwest quarter of the northwest quarter of said section, a distance of 216.00 feet, thence west parallel with the north line of the southeast quarter of the northwest quarter of said section, a distance of 347.90 feet, thence north parallel with the east line of the southwest quarter of the northwest quarter of said section, a distance of 100.00 feet, thence west parallel with the north line of the southeast quarter of the northwest quarter of said section, a distance of 125.00 feet, thence north parallel with the east line of the southwest quarter of the northwest quarter of said section, a distance of 166.00 feet thence east parallel with the north line of the southeast quarter of the northwest quarter of said section, a distance of 472.90 feet to the true point of beginning.

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

NOTICE OF FEDERAL INTEREST

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A (“the property”), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government’s beneficial ownership interest and other interests (“Federal Interest”) in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families (“HHS”) has awarded grant funds to Community Action Partnership of Kern (“grantee”), a California non-profit, including, but not limited to grant number 09CH011132. The Federal Interest arises because Community Action Partnership of Kern has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of Bakersfield, County of Kern, State of California at 3811 River Boulevard and recorded in the Kern County Clerk’s Office, Kern, California as APN 021-320-28-00-8. Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- Federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the grantee takes without the responsible HHS official’s written permission;

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, San Francisco Regional Office, 90 7th Street, 9th Floor, San Francisco, CA 94103.

GRANTEE NAME: Community Action Partnership of Kern

GRANT NUMBER: 09CH011132

CAPK governing board received and approved on April 26, 2023

Drafted By: _____

Emilio G. Wagner

Director of Operations

EXHIBIT "A"
Legal Description

All of lot 75 and that portion of lot 68 of Tract No. 1710, in the City of Bakersfield, County of Kern, State of California, as per map recorded December 30, 1954 in Book 8, Page 177 of maps, in the office of the County Recorder of said county, lying westerly of the Southerly prolongation of the Easterly line of Lot 75 in Said Tract, said portion being more fully described as follows:

Beginning at the Southwesterly corner of Lot 75 of said Tract No. 1710; thence South 0 22' 55" East, a distance of 45.00 feet; thence North 89 05' 35" East a distance of 200.01 feet to the point of intersection with the Southerly prolongation of the Easterly line of said Lot 75; thence North 0 22' 55" West, 45 feet, more or less, to the Southeasterly corner of said Lot 75; thence South 89 05' 35" West, 200.01 feet to the point of beginning.

Except all oil, gas and other minerals, within or underlying said land, or that may be produced and saved therefrom, providing, however, Grantor, his successors and assigns, shall not conduct drilling or other operations upon the surface of said land, but nothing herein contained shall be deemed to prevent Grantor, his successors and assigns, from extracting or capturing said minerals by drilling on adjacent or neighboring lads and/or from conducting sub-surface drilling operations under said lands at a depth of 500 feet below the surface of said land, so as not to disturb the surface of said land or any improvements thereon, as reserved by Kern County Land Company, a corporation in deed recorded December 13, 1954 in Book 2335, page 406 of official records.

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Attn: Emilio Wagner
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309

NOTICE OF FEDERAL INTEREST

This is to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in EXHIBIT A (“the property”), which is attached and incorporated in this Notice as if fully set forth herein, of the Federal government’s beneficial ownership interest and other interests (“Federal Interest”) in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq. 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families (“HHS”) has awarded grant funds to Community Action Partnership of Kern (“grantee”), a California non-profit, including, but not limited to grant number 09CH011132. The Federal Interest arises because Community Action Partnership of Kern has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

The property to which this Notice applies is further identified as that certain property situated in the city of Bakersfield, County of Kern, State of California at 3000 Sterling Road and recorded in the Kern County Clerk’s Office, Kern, California as APN 134-010-04-00-1. Owned by Community Action Partnership of Kern, 5005 Business Park North, Bakersfield CA 93309.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §9831 et 45 CFR Parts 74, 92, and 1309, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- Federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the grantee takes without the responsible HHS official’s written permission;

Further information regarding the Federal Interest in the property described in this Notice can be obtained from the Administration for Children and Families, San Francisco Regional Office, 90 7th Street, 9th Floor, San Francisco, CA 94103.

GRANTEE NAME: Community Action Partnership of Kern

GRANT NUMBER: 09CH011132

CAPK governing board received and approved on April 26, 2023

Drafted By: _____

Emilio G. Wagner

Director of Operations

EXHIBIT "A"
Legal Description

The easterly 343 feet of the southerly 480 feet of the northeast quarter of the northwest quarter of section 26, township 29 south, range 28 east, m.d.b.m., in the unincorporated area, County of Kern, State of California, as per the official plat thereof on file in the office of the surveyor general. Excepting therefrom all oil, gas, petroleum, minerals or other hydrocarbon substances within or underlying said land as reserved in previous deeds of record.



MEMORANDUM

To: Budget and Finance Committee

Tracy Webster

From: Tracy Webster, Chief Financial Officer

Date: April 13, 2023

Subject: *Agenda item 4d: CRRSA and ARP Budget Revision for 09HE000432* –
Action Item

The Head Start and State Child Development Division is requesting approval to submit a budget revision for the 2022-2023 funding year for the Head Start CRRSA/ARP grant #09HE000432. This grant is a one-time funding opportunity to support expenses in response to the COVID-19 Pandemic. To fully expend remaining funds, a budget revision is needed to realign funding to the major categories in which the funds will be spent. The submission of a budget revision requires approval from CAPK's Board of Directors.

CAPK's Head Start Leadership Team has been working in consultation with the Human Resources and Finance Divisions to determine the most appropriate categories to place funding based on the projects identified. One priority for this funding was established based on the board approved Employee Retention Stipend. The actual costs for the stipend were \$1,050,768 (salaries and benefits). Funding will be moved to the Salary category. The salary costs utilized to support the Summer Bridge Program options will also be incorporated into the budget revision: \$609,600 (salaries and benefits).

Additional funding was also allocated to the Construction category for the approved 1303 projects at five child development centers, Harvey Hall, Pete Parra, Martha J Morgan, Sterling, and Angela Martinez. Funding in this category will support the higher costs of materials related to supply chain challenges totaling \$1,509,956.

Recommendation:

Staff recommends the Board of Director's approve, with Resolution, the submission of a Budget Revision to the Office of Head Start for the Head Start 09HE000432 grant for the 2022-2023 funding year.

Attachment:

Resolution #2023-05

CRRSA/ARP 2022-23 Revised Budget Detail



RESOLUTION #2023-05

A Resolution of the Board of Directors of Community Action Partnership of Kern Approving the Submission of the Head Start CRRSA/ARP Budget Revision

The Board of Directors of Community Action Partnership of Kern, met on April 26, 2023, at a regularly scheduled meeting, at the CAPK Administrative Offices located at 5005 Business Park North, Bakersfield, CA 93309 and resolved as follows:

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

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

WHEREAS, the Head Start and State Child Development Division had previously received CRRSA/ARP grant funding to support expenses in response to the COVID-19 Pandemic; and

WHEREAS, funds from the CRRSA/ARP grant have not been fully expended; and

WHEREAS, a budget revision is necessary to realign remaining funds to the major categories in which the funds will be spent; and

NOW, THEREFORE, be it resolved that staff recommends the submission of a Budget Revision to the Office of Head Start for grant #09HE000432 for the 2022-2023 funding year.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 26th day of April 2023.

Fred Plane, Chair
CAPK Board of Directors

Date

**HEAD START / EARLY HEAD START CRRSA & ARP Grant
09HE000432
2022-2023 BUDGET REVISION**

	BUDGET	BUDGET REVISION	VARIANCE (INCREASE/ DECREASE)	COMMENTS
PERSONNEL	\$763,438	\$1,478,192	(\$714,754)	Increase for retention stipend
FRINGE BENEFITS	251,934	182,176	69,758	Adjusted for stipend funding
TRAVEL	-	-	-	
EQUIPMENT	-	-	-	
SUPPLIES	1,053,540	-	1,053,540	Decrease to support retention stipend
CONTRACTUAL	-	-	-	
CONSTRUCTION	-	1,509,956	(1,509,956)	Increased to support higher construction
OTHER	830,310	-	830,310	Decrease to support higher construction
INDIRECT	437,139	166,037	271,102	Decrease to match MTDC
	\$3,336,361	\$3,336,361	-	



MEMORANDUM

To: Budget and Finance Committee

From: Tracy Webster, Chief Financial Officer *Tracy Webster*

Date: April 13, 2023

Subject: *Agenda Item 4e: Head Start / Early Head Start Budget Revision for 09CH011132* – **Action Item**

The Head Start and State Child Development Division is requesting approval to submit a budget revision for the 2022-2023 funding year for the Head Start / Early Head Start grant #09CH011132. This budget revision stems from many contributing factors. To begin, due to the cost of construction escalated significantly due to the conditions tied to the COVID-19 pandemic. At the same time, the agency has experienced disruption in staffing. This has led to a reduction in the budgeted salaries and benefits.

The Head Start leadership team worked very closely with the Finance Division to edit projected expenses based on actual data. Revisions contained in the attached budget revision align with the completion of all four major renovation projects and actual expenses.

Additional funding was allocated to the Construction category for the approved 1303 projects at five child development centers, Harvey Hall, Pete Parra, Martha J Morgan, Sterling, and Angela Martinez.

Recommendation:

Staff recommends the Board of Director's approve, with Resolution, the submission of a Budget Revision to the Office of Head Start for the Head Start 09CH011132 grant for the 2022-2023 funding year.

Attachment:

Resolution #2023-06
Head Start / Early Head Start 2022-23 Revised Budget Detail



RESOLUTION #2023-06

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the Head Start / Early Head Start Budget Revision

The Board of Directors of Community Action Partnership of Kern, met on April 26, 2023, at a regularly scheduled meeting, at the CAPK Administrative Offices located at 5005 Business Park North, Bakersfield, CA 93309 and resolved as follows:

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

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

WHEREAS, the Head Start and State Child Development Division had previously received Head Start / Early Head Start grant funding to early childhood education expenses; and

WHEREAS, funds from the Head Start / Early Head Start grant have not been fully expended; and

WHEREAS, a budget revision is necessary to realign remaining funds to the major categories in which the funds will be spent; and

NOW, THEREFORE, be it resolved that staff recommends the submission of a Budget Revision to the Office of Head Start for grant #09CH011132 for the 2022-2023 funding year.

APPROVED by a majority vote of the Directors of the Community Action Partnership of Kern, this 26th day of April 2023.

Fred Plane, Chair
CAPK Board of Directors

Date

**HEAD START / EARLY HEAD START Grant
09CH011132
2022-2023 BUDGET REVISION**

HEAD START

	BUDGET	BUDGET REVISION	VARIANCE (INCREASE/ DECREASE)	COMMENTS
PERSONNEL	\$ 9,267,039	\$ 8,086,185	\$ (1,180,854)	Decrease due to low staffing and to support construction projects
FRINGE BENEFITS	3,776,726	2,377,838	(1,398,888)	Decrease due to low staffing and to support construction projects
TRAVEL	44,192	85,778	41,586	Increase to match actuals
EQUIPMENT	55,000	182,200	127,200	Increase for purchase of outdated equipment
SUPPLIES	1,240,511	719,592	(520,919)	Decrease to match actuals
CONTRACTUAL	191,255	257,936	66,681	Increase to match actuals
CONSTRUCTION	1,290,455	2,294,284	1,003,829	Increase due to escalating costs associated with projects
OTHER - CARES	-	95,278	95,278	Increase to match actuals
OTHER	2,999,284	4,968,650	1,969,366	Increase due to escalating costs associated with projects
INDIRECT	1,671,271	1,467,992	(203,279)	Decrease to match MTDC
	\$ 20,535,733	\$ 20,535,733	\$ 0	

EARLY HEAD START

	BUDGET	BUDGET REVISION	VARIANCE (INCREASE/ DECREASE)	COMMENTS
PERSONNEL	\$ 9,701,422	\$ 8,375,841	\$ (1,325,581)	Decrease due to low staffing and to support construction projects
FRINGE BENEFITS	2,363,974	2,413,829	49,855	Increase to match actuals
TRAVEL	44,192	81,390	37,198	Increase to match actuals
EQUIPMENT	45,000	81,900	36,900	Increase to match actuals
SUPPLIES	1,569,784	847,049	(722,735)	Decrease to match actuals
CONTRACTUAL	1,051,918	314,437	(737,481)	Decrease to match actuals
CONSTRUCTION	977,614	1,429,430	451,816	Increase due to escalating costs associated with projects
OTHER - CARES	-	-	-	
OTHER	1,762,174	4,093,856	2,331,682	Increase due to escalating costs associated with projects
INDIRECT	1,546,497	1,424,843	(121,654)	Decrease to match MTDC
	\$ 19,062,575	\$ 19,062,575	\$ 0	



MEMORANDUM

To: Budget and Finance Committee

From: Gabrielle Alexander, Director of Finance

Date: April 13, 2023

Subject: *Agenda Item 4f: Legal Services Contract Amendment to allow an additional two-year Extension* – **Action Item**

CAPK executed a contract with Klein DeNatale Goldner in November 2018. The contract was for a three-year term with an option to extend two years. CAPK executed the option to extend the contract in 2021 for an additional two years. The contract with Klein DeNatale Goldner expires in November 2023.

Due various significant business issues that are ongoing including ongoing litigation, the pending purchase of a new administrative building, and soon the sale and rebuilding of our Central Kitchen, staff is recommending we amend the contract allowing for an additional extension of two years. This extension of services would allow for the successful conclusion of high priority legal needs and real estate transactions. Changing legal firms as often as 3 to 5 years would be cumbersome, and the agency may want to consider longer contracts for certain services such as legal. Klein DeNatale Goldner has performed their services and represented CAPK with a standard of excellence. Their firm provides a full scope of legal services for the agency.

Recommendation:

Staff recommends a contract amendment and two-year extension to the contract with Klein DeNatale Goldner, authorizing the Chief Executive Officer to execute the contract amendment and extension.

Attachment:
*Original Contract
Amendment 1*



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 6th day of September, 2018 by and between Klein DeNatale Goldner, Attorneys at Law ("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:

DESCRIPTION OF SERVICES. Vendor is to perform legal services as per the Scope of Work contained in the RFP found in **Attachment B** and in the proposal submitted by Vendor, found in **Attachment C** attached hereto and incorporated herein by reference.

- 1. LOCATION FOR SERVICES.** 5005 Business Park North, Bakersfield, CA., 4550 California Ave, 2nd Floor, Bakersfield, CA., judicial and administrative venues as required by law, and as otherwise mutually agreed to by CAPK and Vendor.
- 2. PAYMENT FOR SERVICES.** Vendor will submit a monthly invoice detailing hour billed by activity category contained **Attachment A**, with the total amount under this Agreement not to exceed \$350,000 as proposed in **Attachment C**. 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.

- 3. TERM.** The period of performance for this Agreement is October 1, 2018 through September 30, 2021. 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.
- 4. OPTION TO RENEW.** This Agreement may be renewed one time for a two-year period upon agreement between CAPK and Vendor. Said renewal shall be based on the quality of work and reasonableness of fees for service.
- 5. 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.
- 6. 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**, incorporated herein by reference, and will name CAPK as an additional insured.
- 7. RESPONSIBILITIES.** Vendor shall perform the legal services provided for under this Agreement and shall keep CAPK informed of progress and developments and will respond within a reasonable time to CAPK's inquiries and communications. CAPK shall provide on a timely basis all information and documents necessary for Vendor's effective representation of CAPK's interests.
- 8. CONFIDENTIALITY.** Vendor shall not at any time or in any manner, either directly or indirectly, use for its benefit, or divulge, disclose or communicate in any manner any information that is proprietary to CAPK. Vendor will protect such information and treat it as strictly confidential. This provision shall continue to be effective even after the termination of this Agreement for a period of three (3) years.
- 9. RELEASE OF PAPERS AND PROPERTY.** Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least five (5) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.
- 10. NOTICES.** Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:
Klein DeNatale Goldner, Attorneys at Law
4550 California Ave.
Bakersfield, CA 93309
Phone: 661-401-7775

CAPK:
Community Action Partnership of Kern
5005 Business Park North
Bakersfield, CA 93309
Phone: (661) 336-5236

- 11. **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 during the term of this Agreement.
- 12. **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.
- 13. **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.
- 14. **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.
- 15. **APPLICABLE LAW.** The Laws of the State of California shall govern this Agreement.
- 16. **ADDITIONAL TERMS AND CONDITIONS.** Appendix 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: Klein DeNatale Goldner, ATTORNEYS AT LAW

Signature: _____

Date: _____

Printed Name: _____

Title: _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____

Date: _____

Printed Name: _____

Title: _____

Attachment A

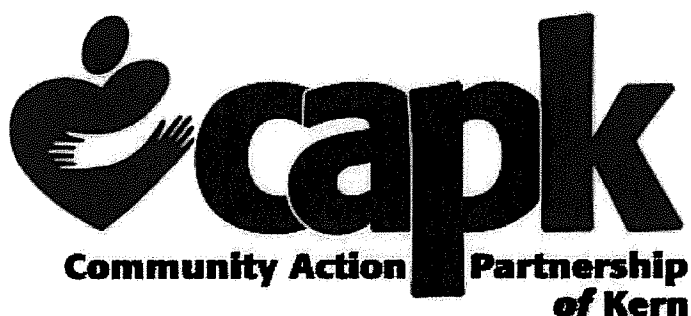
Engagement Letter

- A. Thirty-six month agreement for general counsel/management meetings:
- a. Legal advice and counsel to CAPK management which takes into account CAPK's overall strategy, concerns, priorities, and budget. The scope of this specific engagement consists of:
 - i. Regular, monthly or bi-monthly meetings with the CAPK Board and/or senior CAPK management to provide legal advice and counsel concerning its overall strategy, concerns, priorities, and budgets.
 - ii. Regular, monthly or bi-monthly meetings with the CAPK Board and/or senior CAPK management regarding KDG's status and progress on projects and obtaining internal feedback within KDG to inform opportunities for improvement, new projects, and re-prioritization.
 - i. Brief written updates in connection with meetings.
 - b. Annual fee: \$7,500 payable in monthly installments.
- B. Thirty-six month agreement for human resources consulting and training, employment law compliance, and labor relations bargaining, advice, and counsel:
- a. The scope of each of these services:
 - i. Human resources consulting and training:
 1. Assistance to CAPK management and HR team to support the broad objectives of recruiting, hiring, developing, and retaining employees so that they become more valuable to the organization. Specific services include job analyses, planning of personnel needs, recruiting effectiveness, design and implementation of orientation and training, wage and salary design and administration, benefit and incentive design and administration, design and administration of the performance evaluation process based on institutional goals and objectives, internal dispute resolution and adjustment, and design and communication of institutional culture directed at workplace performance and excellence.
 2. Training of CAPK personnel on the range of topics previously forwarded, including AB 1825 training. Will also provide customized human resources and management training.
 - ii. Employment law compliance:
 1. Upon request review of and consultation on institutional policies (including handbooks), practices, procedures, and proposed actions (e.g. recruiting, hiring, immigration, promotion, salary administration, harassment, discrimination, terminations, layoff) for compliance with federal, state, and local employment laws and regulations. This area of employment law compliance will include development of risk options for consideration by management as it determines the best methods to achieve its mission and objectives.
 2. Response to employment related administrative complaints (EDD, DLSE, DFEH, OSHA, etc.) and representation at hearings regarding the same.
 3. Internal investigation of discrimination and harassment complaints and workplace violence incidents.
 - iii. Labor relations bargaining, advice, and counsel:
 1. Collective bargaining agreement: Bargaining strategic design and implementation.
 2. Unfair labor practice representation.
 3. Grievance representation.
 - b. Additional items included in scope: Counseling on and documentation of real estate and business transactions
 - c. Excluded from scope: Litigation in the civil or criminal courts. Litigation engagements will be undertaken at our standard rates less 10%.
 - d. Monthly fee: \$5,250 for 20 hours, payable in the month following. Unused hours in a month can be carried over month to month and to future years if the annual agreement is renewed. The number of hours can be adjusted each year of the agreement. (Note: In the event all hours for a month and all accrued hours are used, additional hours will be invoiced at 10% below our stated rates.)

REQUEST FOR PROPOSALS (RFP) FOR LEGAL SERVICES

Request for Proposal Number: OPS 2018-0305

May 10, 2018



Community Action Partnership of Kern

5005 Business Park North
Bakersfield, California 93309
661.336.5236

Closing Date: 2:00pm, June 19, 2018

Community Action Partnership of Kern

5005 Business Park North □ Bakersfield, CA 93309
(661) 336-5236 □ Fax: (661) 325-2169

REQUEST FOR PROPOSALS (RFP):
Legal Services
GENERAL CONDITIONS

I. Introduction:

About Community Action Partnership of Kern (CAPK): Since 1965 Community Action Partnership of Kern (CAPK) has been working to provide an integrated network of services as the official anti-poverty agency for the county of Kern. One of more than 1,000 community action agencies nationwide, CAPK is one of Kern County's largest nonprofit 501(c) (3) corporations. Through a variety of programs and in collaboration with other human services agencies and organizations, CAPK helps low-income residents pursue their educational goals, secure and retain employment, maintain adequate housing, access medical services, obtain utility bill payment subsidies and residential weatherization assistance, counteract hunger and food insecurity, obtain child care and preschool education, and engage in personal and family development opportunities to build and achieve individual and family self-sufficiency.

CAPK does not stop at administering safety net programs designed as temporary assistance to meet the basic needs of struggling individuals and families. Our programs focus on empowering our clients with the skills and support necessary to enable them to transition out of poverty and become self-sufficient providers for themselves and their families.

CAPK employs an estimated 850 employees through 11 programs, of which approximately 38.6% of CAPK staff are under and SEIU contract. The programs are funded through an average of fifty-five (55) revenue contracts ranging from private foundations to State and Federal governments. CAPK operates eighty (80) leased and fourteen owned facilities. CAPK administers an average of 120 expenditure contracts annually for goods and services ranging from \$1,000 to \$3,000,000.

II. Purpose:

Community Action Partnership of Kern (CAPK) is soliciting proposals from qualified firms to provide retained professional legal and consulting services from outside counsel. The following services may be proposed in part or in whole:

- General counsel;
- Human Resources;
- Labor relations and negotiations (Union expertise and representation); and Attorneys currently licensed to practice law in California, or law firms including such attorneys, may respond to this RFP

III. Proposal Submission Information

- A. Closing Date:** Proposals must be submitted no later than **2:00 p.m., June 19, 2018.**
- B. Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
- C. Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK. Unless

otherwise stated, all materials submitted by the Vendor in response to this RFP shall become the property of CAPK.

IV. Proposal Submission Instructions to Vendors: Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)
 RFP No. OPS 2018-0305
 ATTN: Business Services
 5005 Business Park North
 Bakersfield, CA 93309
 Or via email to: procurement@capk.org

It is the responsibility of the Vendor to ensure that CAPK receives the proposal by the date and time specified above. **Late proposals will not be considered. Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

Expected Timelines:

	Date(s)	Event
1	May 10, 2018	RFP Released to public
2	May 22, 2018	Due date for Vendor questions
3	May 29, 2018	Responses to Vendor questions emailed to Vendors
4	June 19, 2018 by 2:00 pm	DUE DATE FOR PROPOSALS FROM VENDORS
5	June 21-28, 2018	CAPK analysis of proposals and interviews, if required
6	June 29, 2018	Notification of Award
7	July 2018	Commence Work

A. Right to Reject: CAPK reserves the right to reject any and all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP.

CAPK reserves the right to waive any and all informalities or irregularities in any proposal.

B. Confidentiality: The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.

- C. **Notification of Award:** CAPK anticipates but does not guarantee that a Contract or multiple Contracts will be awarded on June 29, 2018.

Award will be made to the most responsible Vendor(s) whose service, experience and approach to the project are most compatible with the CAPK's needs. CAPK will be the sole judge in making this determination. It is expected that the contract shall be a three-year contract with a potential one (2) year option term that may follow as a result of this procurement process.

- D. **Small, Women and/or Minority-Owned Business:** Efforts will be made by CAPK to utilize small businesses, women and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

V. SCOPE OF SERVICES

- A. **Scope of Work:** The scope of work for this project consists of the following primary tasks. CAPK requires that for all tasks, the Vendor assign a dedicated representative to work with CAPK and its project team through all phases of review, setup, planning, and training. The successful proposer(s) may be retained for an initial three (3) year term with a potential one (2) year option term that may follow as a result of this procurement process.

The Proposer shall be readily available to perform the following legal services, as requested by the Agency's designated individuals:

- i. Review drafts of service contract and leases, including matters of procurement, and advise on government grant and contract issues.
- ii. Assist in preparing, reviewing and/or negotiating legal documents.
- iii. Advise on legal issues related to agency and tax-exempt organization status. iv. Advise on individual labor and employment laws.
- v. Render written legal opinions upon request.
- vi. Review personnel, fiscal and other policies, as well as agency bylaws.
- vii. Advise on Human Resources policies and/or procedures, including providing trainings, compliance advice, risk assessment and management, and human resources strategy.
- viii. Advise on Union-related matters, including contract negotiations and personnel matters.
- ix. Advise on responses to subpoenas, court orders, and requests for information from third parties.
- x. Advise on HIPAA Privacy Rule related to sharing and storing of client electronic data.
- xi. Defend lawsuits, administrative claims, or other legal claims.
- xii. Conduct litigation as necessary.

- xiii. Work cooperatively with outside legal counsels representing contracted service provider firms (i.e., insurance companies, pension plan broker, or other affiliated interest).
- xiv. Attend meetings of the CAPK Board of Directors or its committees as necessary and serve as the contracted “licensed attorney familiar with issues that come before the governing board” in the event the board composition does not already have this representation.
- xv. Provide assurance statements as required for financial audits, bonding matters, and grant compliance warrants, as applicable. xvi. Fulfill other legal duties as are commonly accepted and assigned.

Although it is preferable for an attorney or firm to submit a proposal covering all of the above areas, CAPK will consider proposals emphasizing expertise in subsets of these areas, and may issue multiple contracts for different areas of expertise

III. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

- A. **Cover Letter:** A one-page cover letter with the name and contact information of the proposed Vendor.
- B. Description of services to be provided, including informative sheets on services.
- C. Detailed plan of action for all phases of the services requested
- D. CAPK is not a tax-exempt entity; all appropriate taxes will apply. All applied taxes must be listed as a line item.
- E. Please include any discounts provided to CAPK due to its 501(c)(3) status including any in-kind donations.
- F. **Conflict of Interest:** Provide a statement of any potential conflicts Vendor and/or key staff may have regarding providing these services to CAPK. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. Vendor shall have read and shall be aware of the provisions of Section 1090 et seq and Section 87100 et seq of the Government Code relating to conflict of interest of public officers and employees. No officer or employee of CAPK or member of its governing body shall have any pecuniary interest, direct or indirect, in the resulting Contract or the proceeds thereof. **G. Vendor Information Sheet:** Appendix A.
- H. **W-9:** Appendix B.
- I. **Additional Terms and Conditions:** Appendix C.

IV. VENDOR REQUIREMENTS

All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK’s needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

VI. PROPOSAL SUBMITTAL PROCESS

- A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.

All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

VI. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and other indicated factors. CAPK holds the right to select one or multiple vendors to provide all or partial services (bundles or bundled services) as proposed by the vendor.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Evaluation of each proposal will be scored on the factors identified in Section B. below.

- A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, re related experience and professional qualifications of Vendor.
- B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are 100.

Evaluation of each proposal will be scored on the following factors:

Factors	Points
<p>Legal Experience. The Proposer should describe its experience related to the areas outlined in the scope of services above. There is an interest in the following topic areas: nonprofit and tax-exempt organizations; human resources; real estate, including; government grants and contracts; labor relations and negotiations, bond financing, and general business operations.</p> <ul style="list-style-type: none"> • Describe your understanding of CAPKs desired services. • Discuss your firm’s philosophy on the process of providing legal services, including proposed techniques and methodology to be used for each task. • State any difficulties foreseen in performing the designated tasks. • Describe depth of understanding and knowledge of a wide variety of corporate, governmental and business laws, regulations, and rules including but not limited to Federal OMB circulars covering nonprofits, human services grant funded programs, contract negotiations, board governance (by-laws/Brown Act), real estate/construction, health benefits, and defined contribution pension plans/ERISA. • Describe your firm’s technological capabilities and what resources are available as a result. This can pertain to human resources and contract review/development training, shared platforms, and data portals. • Describe any services or portion of services, which will be performed by a sub-consulting firm, and provide relevant information on such firm’s qualifications and personnel. • Describe available resources utilized to stay current with changes in federal, state, or local laws/regulations. • Additionally, if applicable, provide a description of any experience advising organizations comparable to CAPK that offer similar programs and government-funded services. 	<p>35</p>
<p>Organization, Size, Structure, and Areas of Practice. The Proposer should describe its organization in terms of the following:</p> <ul style="list-style-type: none"> • size • structure, • areas of practice • office location(s) • small or minority-owned business <p>Please include a copy of the Equal Opportunity/Affirmative Action policy, privacy policy, and conflict of interest policy, if available.</p>	<p>15</p>
<p>Attorney Qualifications. The Proposer should separately attach a description of the qualifications of attorneys to be assigned to the representation. Descriptions should include:</p>	<p>25</p>

<p>Professional and education background of each attorney.</p> <p>Overall supervision to be exercised.</p> <p>Prior experience of the individual attorneys with respect to the required experience listed above. Include resumes only of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.</p> <p>Number of cases successfully litigated by your attorneys (trial and arbitration), and percentage of all cases in the past two (2) years.</p> <p>Number and percentage of all cases settled before going to trial or arbitration.</p>	
<p>Price. The Proposer's proposed price should include information on the hourly billing rates of each attorney or other legal staff who are expected to work on this representation and charges for expenses, if any, such as legal research, copies, faxes and electronic communication. Also include a retainer amount that would be charged to advise CAPK on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work.</p> <p>CAPK reserves the right to negotiate with the Proposer on the structure of the billing and/or retainer fee.</p>	<p>25</p>
<p>Total</p>	<p>Points = 100</p>

- C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals.

However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose.

All eligible proposals will be reviewed and rated for their qualifications, experience, price, and suitability to complete the Scope of Work for this RFP. Oral interviews may be requested. CAPK, at its discretion, may request presentations or additional information from any or all Bidders to clarify or negotiate modifications to the Bidders' proposals. Such interviews are tentatively scheduled for the week of June 18, 2018. However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Bidder can propose.

- D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

VII. CONDITIONS TO AWARD

- A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.
- B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

VIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed by both parties.

VIII. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board of Directors or program personnel prior to selection and award of a Contract for this work.

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Klein · DeNatale · Goldner
ATTORNEYS AT LAW

June 18, 2018

Community Action Partnership of Kern (CAPK)
RFP No. OPS 2018-0305
ATTN: Business Services
5005 Business Park North
Bakersfield, CA 93309

Re: CONFIDENTIAL Response to RFP #OPS 2018-0305

To Whom it May Concern,

We are pleased to submit this proposal to support CAPK in all of its General Counsel, Human Resources, and Labor Relations and Negotiations needs. This proposal offers an all-inclusive, "turnkey" solution that streamlines legal/HR support services through a single vendor. We anticipate this model can provide significant value to CAPK by minimizing the administrative burden in supervising/coordinating legal services, avoiding unexpected losses, and reducing overall legal spend. In short, we believe KDG's team of attorneys are uniquely capable of providing all of CAPK's legal needs within a single firm – spanning general counsel and procurement contracts, expertise in issues specific to non-profit and tax-exempt entities, government funding contracts, labor and employment specialists, and litigation/claims handling.

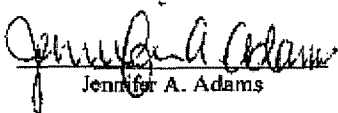
Our proposed model challenges a traditional legal services model, which is a fragmented approach requiring senior business operations management to identify legal issues and then send discrete issues to specialists. In some cases, minor issues can get over-analyzed while major risks may be missed. By combining a general counsel with a team of specialists, KDG can help CAPK:

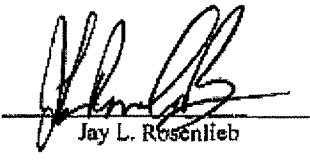
- Identify key legal risks or gaps (such as review of key contracts).
- Categorize risks based on magnitude, likelihood, and time/difficulty to address.
- Help management prioritize which risks to address and at what timeframe to manage risks according to organization goals.
- Provide practical, simple processes, training, and policies tailored to the employee population and organizational capacity.
- Handle day-to-day human resources support and process improvement, along with strategic labor relations and negotiations.


- Make sure housekeeping details are in place and regularly updated, including any corporate documents, permits, PO terms and conditions, real property matters, and pro-active wage/hour documentation.

Attached are specific responses to each request in the RFP. We appreciate the opportunity to present this proposal and would be happy to discuss and work with you on any adjustments that would better meet your needs.

Sincerely,


Jennifer A. Adams


Jay L. Rosenlieb


Tracy Saiki

Legal Experience

Understanding of CAPK's Services:

KDG understands that CAPK is looking for services that meet all of its diverse needs. First, CAPK needs a firm that has expertise to handle its revenue contracts and advice relating to agency and tax-exempt organization status. Jennifer Adams has extensive knowledge regarding these types of contracts and related advice. Second, CAPK has 120 annual expenditure contracts. Tracy Saiki's experience as general counsel for a division of Campbell Soup Company uniquely situates her to help CAPK optimize contract management, identify which contracts to prioritize, and proactively solve vendor disagreements to avoid losses and litigation. She also has managed several large real property portfolios including a variety of offices and facilities. Third, CAPK has general counsel needs that include board, governance issues, and policy generation. Both Tracy and Jennifer are familiar with these issues and any Brown Act issues that may arise. Tracy has also led several comprehensive policy-related initiatives to review, simplify, and update policies with targeted training to ensure consistent implementation. Fourth, CAPK has all of the needs of any large employer for employment-related policies, ongoing advice, training, and wage-hour compliance issues, as well as union-related contract negotiations and personnel matters. Both Jay Rosenlieb, Tracy Saiki, and Vanessa Chavez along with support from Senior HR Consultant, Shannon McNeill, can work proactively with CAPK to prioritize and form a plan to provide support for all of these issues. Finally, KDG has an array of litigators who can handle any type of litigation matter that may emerge. Bill Bruce is available to help on any insured matters and jury trials. And Vanessa Chavez is available to lead any wage/hour class action claims.

Philosophy, Techniques, Model:

As referenced in the cover-letter above, KDG's model would start by assigning a general counsel ("GC") selected by CAPK management to understand its overall strategy, concerns, priorities, and budget. This individual would work with other lead KDG partners to create a staged plan of priorities matching resources and project leaders from both KDG and CAPK. The GC would stay abreast of the projects and provide regular brief written and in-person updates to senior CAPK management to track progress and obtain feedback to inform opportunities for improvement, new projects, and re-prioritization.

Difficulties Foreseen:

None.

Technological Capabilities:

KDG's large client base gives it familiarity with a variety of technology platforms. For example, KDG can provide general experience and advice on contract management issues and data

privacy issues as it relates to shared platforms. And KDG is familiar with CAPK's data portals from ongoing representation.

Sub-Contracting:

None required – KDG has all of the resources to meet CAPK's needs within the firm.

Resources to Stay Current:

KDG's various practice groups stay abreast of the latest changes in the law. For example, the Labor and Employment group gives monthly "lunch and learns" on current topics, including an in-depth two-hour legislative update and information packet for clients. In addition, the general counsel model would provide KDG with the familiarity to target advice on changes in the legal and regulatory environment to CAPK's specific needs.

Experience with Similar Organizations:

KDG acts as outside counsel to other large non-profit and government-funded organizations of CAPK's size, including:

- Goodwill Industries of South Central California
- BARC- Bakersfield A-R-C
- Kern High School District
- Kern Community College District
- City of Fresno
- California-Nevada Annual Conference, United Methodist Church

Organization, Size, Structure, and Areas of Practice

Size: 32 attorneys

Structure: LLP, Limited Liability Partnership

Areas of Practice:

Labor/Employment
Employment Counseling, Employment Litigation, ERISA Law, Wage and Hour Law, Discrimination and Sexual Harassment, Wrongful Termination, Workforce Downsizing, National Labor Relations Act, Class Action Litigation.

Litigation
Business/Commercial Litigation, Tax Controversy, Civil Litigation, Appeals & Writs, Governance and Ownership Disputes, Bankruptcy, Debtor and Creditor Rights, Public and Private Works Construction Litigation and Counseling, Surety and Fidelity Litigation and Counseling, Complex Civil Litigation

Contracts/Real Property/Tax
Advising Non-Profit Corporations, Business Counseling, Commercial and Procurement Contracts, Pension and Profit Sharing Plans, Taxation, Tax Exempt Organizations, Environmental Law, Business Transactions, Real Estate Transactions and Land Use Issues, Environmental Counseling & Enforcement, Bankruptcy Reorganizations, Transportation Issues and Disputes, Land Use & Permitting

Office Locations: Bakersfield, Fresno, and San Diego

Small or Minority Owned Business: N/A

Attorney Qualifications



**Jennifer A. Adams, Assistant
Managing Partner**

jadams@kleinlaw.com

Bakersfield Office
4550 California Avenue
Second Floor
Bakersfield, CA 93309
P.O. Box H 172
Bakersfield, CA 93389-1172
Phone: (805) 385-1000
Tel. Fax: (877) 737-5883
Fax: (805) 326-0418
www.kleinlaw.com

Jennifer A. Adams | Assistant Managing Partner

Jennifer Adams, a partner in the firm's Corporate and Real Estate Transactions Department, focuses her practice in the area of business transactions, real estate transactions, business counseling, non-profit organizations, taxation, pension and profit sharing plans. Jennifer is an honors graduate of Santa Clara University School of Law and received her J.D. in 1999.

Practice Focus

Business Transactions, Real Estate Transactions, Business Counseling, Non-Profit Organizations, Taxation, Pension and Profit Sharing Plans

Bar Admissions

State Bar of California, 1999

Education

Bachelor of Arts, magna cum laude, California State University, Bakersfield, 1996

Juris Doctor, summa cum laude, Santa Clara University School of Law, 1999

Professional Associations and Leadership

Kern County Women Lawyers Association, 1999-present

-Board Member

Kern County Bar Association, 1999-present

California Women Lawyers Association, 2000-present

Community Involvement

CASA of Kern County, Board Member, 2012-2016

H.E.A.R.T.S. Connection Board Member, 2008-2010

Bakersfield Museum of Art

-Audit Committee, 2008-present

Professional Seminars

Presenter, Conventional and Unconventional Uses of Irrevocable Trusts, PAC 17th Annual Conference, 2012

Presenter, United Way Professional Development & Conference for Non-Profits, 2006-2008

Presenter, Family Business Institute Seminars, 2002-2005

Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball LLP, 1999-present

-Assistant Managing Partner, 2018-present

Klein · DeNatale · Goldner
ATTORNEYS AT LAW



William A. Bruce, Partner
wbuce@kleinlaw.com

Bakersfield Office
4560 California Avenue
Second Floor
Bakersfield, CA 93309
P.O. Box 11172

Bakersfield, CA 93388-1172
Phone: (805) 395-1800
Toll Free: (877) 737-5983
Fax: (805) 328-0418
www.kleinlaw.com



William A. Bruce | Partner

Bill Bruce is a 1979 graduate of the Pepperdine University School of Law. Bill has over 38 years of extensive jury trial experience defending California businesses and public entities in tort and business litigation, including products liability, toxic torts, crop damage, and personal injury claims. He is a member of the American Board of Trial Advocates and is AV[®] rated by Martindale-Hubbell, the highest designation.

Practice Focus

Complex Personal Injury Defense, Oil & Gas Litigation, Public Entity Defense, Toxic Tort Litigation, Agribusiness Litigation, Insurance Defense

Bar Admissions

State Bar of California, 1980

Education

Bachelor of Arts, University of California at Davis, 1976
Juris Doctor, Pepperdine University, 1979

Professional Associations and Leadership

- American Board of Trial Advocates – Member, 1995-Present
- Board of Directors, Cal-Abeba, 2008-2010
- President, San Joaquin Valley Chapter, 2009
- Board of Directors, San Joaquin Valley Chapter, 2006-2010

Association of Southern California Defense Counsel – Member, 1980-present

- Board of Directors, 1992-1994
- Committee Chair, 2006-2009

Kern County Bar Association, 1980-present

- Board of Directors 1996-1999

American Bar Association, 1980-present

Community Involvement

- Kern CASA
- Board of Directors, 1997-2002
- Vice President, 2000-2002

Kern County YMCA

- Board of Directors, 1983-1983

Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenko & Kimball, LLP, 1994-present

Robinson, Palmer and Stanton, 1982-1994

King, Elyerabide, Anspeck, Friedman and Robinson, 1980-1982

Klein · DeNatale · Goldner
ATTORNEYS AT LAW



Jay L. Rosenlieb, Partner
JLR@kdglaw.com

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4550 California Avenue
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Bakersfield, CA 93309
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Bakersfield, CA 93399-1172
Phone: (805) 385-1800
Toll Free: (877) 737-5883
Fax: (805) 328-8418
www.kdglaw.com

Martindale-Hubbell



Jay L. Rosenlieb | Partner

Jay L. Rosenlieb graduated from Claremont McKenna College, cum laude, in 1980 and earned a J.D. from Hastings College of the Law, University of California, in 1983. Mr. Rosenlieb chairs the KDG employment law group, representing management in employment litigation and counseling, with a practice focus on wage and hour law, discrimination and harassment, wrongful termination, and workforce downsizing, as well as representation of management under the National Labor Relations Act and the Meyers, Murphy, Brown Act.

Practice Areas

Compliance counseling for Wage and Hour Law, Discrimination and Sexual Harassment, Wrongful Terminations, Workforce Downsizing, and bargaining of behalf of management pursuant to the NLRRA and MBRSA

Bar Admissions

State Bar of California (1983)
U.S. District Courts
-Central, Eastern, Northern District of California (1983)
-Southern District of California (1984)
United States Court of Appeals for the Ninth Circuit (1984)

Education

Bachelor of Arts, cum laude, Claremont McKenna College, 1980
Juris Doctor, Hastings College of Law, 1983

Professional Associations and Leadership

Kern County Bar Association, 1983-present
-Board of Directors, 1998-2001
Society for Human Resource Management, 1990-present
-Board of Directors, Legislative Chair, 2002/ President, 2005

Community Involvement

Claremont School of Theology
-Board of Trustees, 2008-2010
Bakersfield Association for Retarded Citizens Foundation
-Board of Directors, 2005-2014/ Secretary, 2005-2010/ President, 2011-2012
Bakersfield Association for Retarded Citizens
-President, 2003/ Board of Directors, 1998-present
United Methodist Church, California Nevada Annual Conference
-Chancellor, 2003-present
Boy Scouts of America, Southern Sierra Council
-Board of Directors, 1995-present/ Executive Vice President, Legal Affairs, 2001-2005/ President, 2004-2007
Sella's for a Lifetime
-Board of Directors, 2008-2014/ President, 2010-2012
Wozzaman Foundation, 2011-2014/ President, 2011-2012
Associated Builders and Contractors, Central California Chapter
-Board of Directors, 1998-2004
Greater Bakersfield Legal Assistance
-Board of Directors, 1983-1985/ President, 1985-1993
Employer's Training Resource
-Workforce Investment Board, 2006-2007
California State University, Bakersfield
-President's Advisory Council, 2005-present
Kern County Economic Development Corporation
-Board of Directors, 2005-2008
Kern County Planning Commission, 1998-2001
-Member, 1999-2001/ Chairman, 2000

Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenlieb & Kimball, LLC, 1983-present
Arthur, O'Sullivan, Greene & Hobbs, 1983-1983

Klein · DeNatale · Goldner
ATTORNEYS AT LAW

Tracy M. Saiki | Partner

Partner Tracy Saiki specializes in providing outside general counsel services to businesses, cooperatives, and non-profit entities in a variety of industries. Formerly general counsel for Bolthouse Farms and Chief Counsel - C-Fresh Division of Campbell Soup Company, she handles commercial and real property transactions of all sizes, employment counseling, complex business disputes, and a variety of regulatory compliance issues for various industries. She also provides her business clients with counseling on labor and employment issues, particularly agricultural labor issues, wage/hour issues or audits, and internal investigations.

Tracy is a practical and strategic business lawyer who often assists clients in a capacity similar to an in-house general counsel, advising them on a range of both legal and business issues. In that capacity, she helps businesses and investors identify and prioritize practical steps to identify and manage legal risk.

She has deep experience with commercial agreements, including a specialized expertise in procurement agreements, real property transactions, intellectual property, transportation, construction, and contract labor agreements. Tracy has significant merger/acquisitions experience based on her work for both private equity clients and Campbell Soup Company.

Tracy provides advice concerning compliance and enforcement issues related to various regulatory issues and works proactively with governmental stakeholders. She has successfully resolved many cases with an emphasis on business litigation and contractual disputes.

Practice Focus

Business and Real Estate Transactions, Labor and Employment, Business and Commercial Litigation, Partnership and Corporate Law, Environmental Compliance, Food Law/Regulatory Compliance

Bar Admissions

State Bar of California, 2004
U.S. District Court, Eastern (2007), Central (2007), and Northern (2007) Districts of California

Education

Bachelor of Arts with honors, University of California, Davis, 2000
- Magna Scholar

Juris Doctor, Columbia University School of Law, 2004

- James E. Keart Scholar, 2003-2004 (Designates the 2% of students)
- Warren Fiske Stone Scholar, 2008-2009 (Designates top third of students)
- Columbia Journal of Law & the Arts, Managing Editor, 2002-2004

Professional Associations and Leadership

Kern County Bar Association, 2004-Present
Dress for Success, Board Member, 2017-Present

Professional Experience

Klein, DeNatale, Goldner, Cooper, Rosenfeld & Kimball, LLP, 2017-present
Campbell Soup Company, 2012-2016
Wm. Bolthouse Farms, Inc., 2008-2012
Klein, DeNatale, Goldner, Cooper, Rosenfeld & Kimball, LLP, 2007-2010
Green, Dunn & Crutcher, LLP, 2004-2007



Tracy M. Saiki, Partner
tsaiki@kdg.com

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Fax: (805) 328-9418
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Klein · DeNatale · Goldner
ATTORNEYS AT LAW

Prices

Costs: KDG does not charge for copies (except very large print jobs like employee handbooks), legal research search engine fees, and electronic communication/faxes.

Billing Rates: Current billing rates are as follows (subject to annual review):

Jay L. Rosenlieb	\$395.00 per hour
Tracy Saiki	\$350.00 per hour
Jennifer Adams	\$395.00 per hour
William A. Bruce	\$395.00 per hour
O. Vanessa Chavez	\$300.00 per hour
Shannon McNeill	\$150.00 per hour

Discount: 8% discount if KDG is retained as CAPK's exclusive services provider.

Retainer-Based Services: The following options are offered for more predictable billing. However, these same services can be performed on an hourly rate based on CAPK's preference. We can also offer budgeted prices on individual projects.

Employee Handbooks: \$2,000/year in Year 1, \$500 thereafter for updates.

AB 1825 Training (2x/year): \$1,000/year, unlimited attendance at CAPK or KDG location

Monthly GC/Management Meetings: \$7,500/year flat-fee for both prep and attendance

Brief HR Consultant Calls: \$250/month (calls < 15 minutes)

Routine Procurement Contract Review: \$1,500/month (redlining vendor contracts for spend < \$100k)

APPENDIX A

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

VENDOR INFORMATION SHEET

Date: June 18, 2018 Prepared By: Tracy Salki

Official Business Name: Klein, DeNatale, Goldne, Rosenliab & Kimball, LLPr

DBA:

Location Address: 4550 California Ave, 2nd Floor, Bakersfield, CA 93309

Street City State Zip

Remit Address: 4550 California Ave, 2nd Floor, Bakersfield, CA 93309

Street City State Zip

Contact Person: Tracy Salki Title: Partner

Phone #: (661) 395-1000 Accts. Receivable Phone #: (661) 395-1000

Fax #: (661) 326-0418 Customer Service Phone #:

CAPK Vendor #: E-mail Address: accounting@kleiniaw.com

Federal ID # or SS#: 96-2298220 Type of Business: Law firm

Contractor Lic #: Business Lic #: City Issued:

General Liability Insurance Carrier & Policy #:

Auto Liability Insurance Carrier & Policy #:

Workers Compensation Insurance Carrier & Policy #:

FEDERAL TAX CLASSIFICATION:

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

BUSINESS ENTITY/CLASSIFICATION:

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

SBA CLASSIFICATION:

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

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

Years in Business: Accept Purchase Orders: Yes No

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

Authorized Signature: Print Name:

Title: Date:

**Request for Taxpayer
 Identification Number and Certification**

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

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

1 Name (as shown on your income tax return). Name is required on 1099-INT; do not leave this line blank.
A. J. Klein, Inc. T. DeGaglio, B. Goldner

2 Business name/disregarded entity name, if different from above
KLEIN, DeNATALE, GOLDNER, ROSENLIEB & KIMBALL, LLP

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
 Individual sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**
 Note: Check the appropriate box in line 3 above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) **0**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Specify if someone authorized under the U.S. 1)

5 Address (number, street, and apt. or suite no.) See instructions.
4850 CALIFORNIA AVE. FLOOR 2

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

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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


Social security number									
				-					
or									
Employer identification number									
0	5	-	2	2	9	5	2	2	0

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here: Signature of U.S. person:  Date: 12/1/17

General Instructions

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

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

Purpose of Form

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

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

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

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

APPENDIX C

Community Action Partnership of Kern Additional Terms and Conditions

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

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

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

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

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

17. **WORKER'S COMPENSATION:** Labor Code Section 3700 provides:

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

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

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

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the

provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

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

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

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

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

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

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

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

Tracy Saiki 6-18-18
Signature Date

Tracy Saiki
Print Name

Klein DeNatale Goldner
Company Name

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Attachment D

Klein · DeNatale · Goldner
ATTORNEYS AT LAW

Jay L. Rosenlieb 661-328-5225 jrosenlieb@kleinlaw.com
Jennifer A. Adams 661-328-5313 jadams@kleinlaw.com
Tracy M. Salki 661-328-5313 tsalki@kleinlaw.com
4550 California Ave., Second Floor, Bakersfield, CA 93309
p. 661-395-1000 f. 661-326-0418 www.kleinlaw.com

July 23, 2018

CONFIDENTIAL

VIA EMAIL
VIA HAND DELIVERY

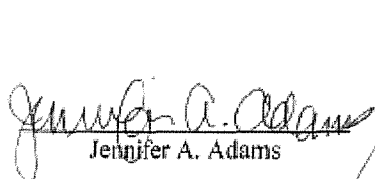
Community Action Partnership of Kern (CAPK)
RFP No. OPS 2018-0305
ATTN: Kerri Davis
5005 Business Park North
Bakersfield, CA 93309

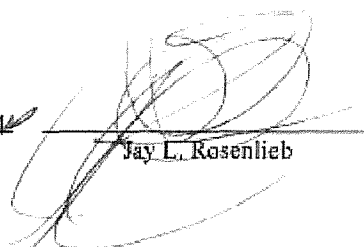
Re: CONFIDENTIAL Response to RFP #OPS 2018-0305

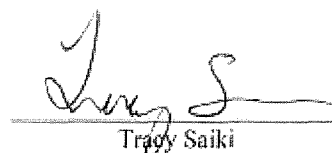
Dear Ms. Davis:

Attached are specific responses to each request in your email of July 18, 2018 regarding the RFP. We appreciate the opportunity to present our responses and would be happy to discuss and work with you on any adjustments that would better meet your needs.

Sincerely,


Jennifer A. Adams


Jay L. Rosenlieb


Tracy Salki

TMS:srf

Human Resources Training and Workshops

Description of HR Services:

We provide clients with accurate and affordable advice and training on human resources and employment law issues. In addition to traditional counseling, we offer professional training programs, internal investigations, employee handbook creation and updates, form and policy development, legal representation and a host of other HR services critical to all businesses.

Training Frequency and Content:

KDG hosts monthly luncheon training sessions for our clients' managers and supervisors. Training content established for the 2018 calendar year is attached.

In addition to our monthly luncheon training sessions, we work collaboratively with clients to customize and provide training specifically tailored to your organization's structure and workplace culture. We can prioritize the training on a timeline that works for your business, with efficiency in mind. We have found the following sessions to be particularly useful and helpful to our clients:

Effective Recruitment: Finding the Best

Legal Issues in Recruiting and Hiring

**Comprehensive Workplace Documentation:
Vendor Claims, Post Accident, Employee Issues**

**Disruption of Regular Business Operations: Crisis
Management**

New Manager/Supervisor Training

**Managing for Success: Performance Management,
Communication, Coaching, and Counseling**

Leaves of Absence Management

Managing and Supervising in a Union Environment

**AB 1825 Identifying, Preventing, and Responding to
Harassment, Discrimination, Retaliation, and Bullying**

**Workplace Behavioral Issues: Appropriately Handling
Thorny Situations**

Understanding Commercial Contracts

Page 1 of 3

CAPK RFP # OPS 2018-0305
Klein, DeNatale, Golder LLP

Training Locations: KDG hosts monthly, in-person trainings in both our Bakersfield and Fresno offices. As a convenient alternative for those managers and supervisors outside the areas, webinars are offered. Further, KDG can provide all trainings at your designated locations.

Price Structure for All Services

Costs: KDG does not charge for copies (except very large print jobs like employee handbooks), legal research search engine fees, and electronic communication/faxes.

Rates for Professional Services: Current billing rates are as follows (subject to annual review, but can be locked if subject to a multi-year contract):

Jay L. Rosenlieb	\$395.00 per hour
Tracy Saiki	\$350.00 per hour
Jennifer Adams	\$395.00 per hour
William A. Bruce	\$395.00 per hour
O. Vanessa Chavez	\$300.00 per hour
Shannon McNeill	\$150.00 per hour

Discount: 8% discount if KDG is retained as CAPK's exclusive services provider.

Retainer-Based Services: The following options are offered for more predictable billing. However, these same services can be performed on an hourly rate based on CAPK's preference. All other work will be billed on an hourly basis, although, we can offer budgeted or flat rate prices on a case-by-case basis.

Employee Handbooks: \$2,000/year in Year 1, \$500 thereafter for updates.

AB 1825 Training (2x/year): \$1,000/year, unlimited attendance at CAPK or KDG location

Monthly GC/Management Meetings: \$7,500/year flat-fee for both prep and attendance

Routine Procurement Contract Review: \$1,500/month (redlining vendor contracts for spend < \$100k)

Human Resources Consulting and Training, Employment Law Compliance, and Labor Relations Bargaining Advice, Counsel: **Option 1:** \$7,500 per month for up to 30 hours. (Hours can be applied to outside projects as needed and KDG allows for month-to-month carryover for the duration of the three-year contract. Unused hours are non-refundable and will expire at the end of the three-year period).

Option 2: \$5,250 per month for up to 20 hours. (Hours can be applied to outside projects as needed and KDG allows for month-to-month carryover for the duration of the three-year contract. Unused hours are non-refundable and will expire at the end of the three-year period).

Option 3: \$2,750 per month for up to 10 hours. (Hours can be applied to outside projects as needed and KDG allows for month-to-month carryover for the duration of the three-year contract. Unused hours are non-refundable and will expire at the end of the three-year period).

Travel

Travel Costs:

KDG will waive travel time and mileage reimbursement for travel within California.

References

Bakersfield ARC
2240 S. Union Avenue
Bakersfield, CA 93307
Jim Baldwin, President
(661) 834-2272
jbaldwin@barc-inc.org

HR Consulting, Employment Law Compliance, and Labor
Bargaining/ Representation

Sun World International
5701 Truxtun Avenue, #200
Bakersfield, CA 93309
Merrill Dibble, CEO
(661)392-5014
mdibble@sun-world.com

General Counsel, Real Estate, HR Consulting, Employment Law
Compliance, Litigation, and Commercial Contract Review

City of Fresno
City Hall
2600 Fresno Street, Room 2013
Fresno, CA 93721
Francine Kanne,
Chief Assistant City Attorney
(559) 621-7500
francine.kanne@fresno.gov

General Liability Defense

Klein · DeNatale · Goldner

ATTORNEYS AT LAW

Training	Date	Location
2018 Employment Law Legal Update	January 17, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
2018 Employment Law Legal Update	January 31, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Romance in the Workplace	February 21, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Sexual Harassment Prevention (AB 1825)	March 14, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Marijuana: Seeing Through the Smoke	March 21, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Sexual Harassment Prevention (AB 1825)	March 28, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Effectively Disciplining Employees	April 18, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Crisis Management	May 16, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Independent Contractors: The New World After Dynamex	June 20, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Independent Contractors: The New World After Dynamex	June 27, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Managing Leaves of Absence	July 18, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Media and Privacy	August 15, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Sexual Harassment Prevention (AB 1825)	August 22, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Reasonable Accommodation	September 19, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
Crisis Management	September 26, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
2018 Legislative Update	October 17, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
2018 Legislative Update	October 18, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309
2018 Legislative Update	October 24, 2018	5260 N. Palm Avenue, Suite 205, Fresno, CA 93704
Transgender Issues in the Workplace: What to Know	November 21, 2018	4550 California Avenue, 3 rd Floor, Bakersfield, CA 93309

Community Action Partnership of Kern

5005 Business Park North, Bakersfield, CA 93309
P: (661) 336-5236 F: (661) 336-5228



AMENDMENT I TO CONTRACT FOR SERVICES AGREEMENT

This AGREEMENT is ADMENDMENT I for the Contract for Services Agreement made by and between Klein DeNatale Goldner, Attorneys at Law ("VENDOR") and Community Action Partnership of Kern ("CAPK"), dated September 6, 2018. The effective date of this ADDENDUM will be October 1, 2021.

Section 3 of the original Agreement reads as follows:


TERM. The period of performance for the Agreement is October 1, 2018, through September 30, 2021. 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 shall provide no further services and incur no further costs on CAPK's behalf upon receipt of this notice.

Section 3 of the original Agreement is revised to read as follows:

TERM. The period of performance for the Agreement is October 1, 2021, through September 30, 2023. 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 shall provide no further services and incur no further costs on CAPK's behalf upon receipt of this notice.

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

VENDOR: Klein DeNatale Goldner, Attorneys at Law

Signature: 

Date: Aug 4, 2021

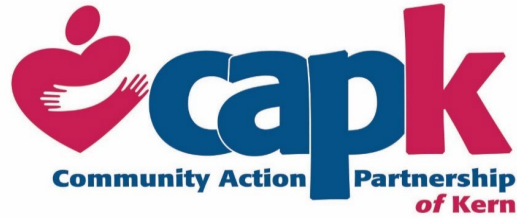
Printed Name: Jay Rosenlieb

Title: Partner

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: 
Jeremy T. Tobias (Aug 3, 2021 08:23 PDT)
Jeremy T. Tobias, Chief Executive Officer

Date: Aug 3, 2021



BUDGET AND FINANCE COMMITTEE

APRIL 13, 2023

FINANCIAL REPORT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
 SCHEDULE OF PROGRAMS (FUNDS)
 FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
<u>UNRESTRICTED</u>						
GENERAL FUND			NOT APPLICABLE	03/01/22 - 02/28/23	501	NOT APPLICABLE
DISCRETIONARY FUND			NOT APPLICABLE	03/01/22 - 02/28/23	502	NOT APPLICABLE
FOOD BANK			NOT APPLICABLE	03/01/22 - 02/28/23	504	SHARED MAINTENANCE, MEMBERSHIP FEES, DONATIONS, ETC.
FOOD BANK EXPANSION			NOT APPLICABLE	03/01/22 - 02/28/23	505	DONATIONS
ENERGY			NOT APPLICABLE	03/01/22 - 02/28/23	524	NOT APPLICABLE
SHAFTER YOUTH CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	527	DONATIONS, RENTAL INCOME
FRIENDSHIP HOUSE			NOT APPLICABLE	03/01/22 - 02/28/23	531	DONATIONS, RENTAL INCOME
EAST KERN FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	533	DONATIONS
OASIS FAMILY RESOURCE CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	534	DONATIONS
211			NOT APPLICABLE	03/01/22 - 02/28/23	536	FEE FOR SERVICE
M STREET NAVIGATION CENTER			NOT APPLICABLE	03/01/22 - 02/28/23	541	DONATIONS
TAX ASSISTANCE			NOT APPLICABLE	03/01/22 - 02/28/23	545	DONATIONS
FUND RAISING			NOT APPLICABLE	03/01/22 - 02/28/23	595	DONATIONS
<u>RESTRICTED</u>						
EARLY HEAD START/HEAD START	27,829,010	93.600	09CH011132-04	03/01/22 - 02/28/23	108/109	U S DEPT OF HEALTH & HUMAN SERVICES
EARLY HEAD START SAN JOAQUIN	7,700,832	93.600	09CH011132-04	03/01/22 - 02/28/23	117	U S DEPT OF HEALTH & HUMAN SERVICES
HUD - COORDINATED ENTRY SYSTEM	236,838	14.267	CA1799L9D041901	08/01/21 - 07/31/22	160	U S DEPT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
VITA	200,693	21.009	22VITAA0297	10/01/21 - 09/30/22	149	U S DEPT OF THE TREASURY - INTERNAL REVENUE SERVICE
CSBG (COMMUNITY SERVICES BLOCK GRANT)	1,530,496 1,756,701	93.569	22F - 5015 23F - 4015	01/01/22 - 12/31/22 01/01/23 - 12/31/23	103	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
CSBG CARES ACT	2,082,493	93.569	20F - 3654	03/27/20 - 05/31/22	104	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM)	9,323,755 7,129,494	93.568 93.568	21B - 5012 22B - 4012	11/01/20 - 06/30/22 11/01/21 - 06/30/23	122-31 122-32	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF DEPT OF COMMUNITY SERVICES AND DEVELOPMENT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
LIHEAP (LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM) ARPA	9,870,655	93.568	21V-5561	08/01/21 - 03/31/23	122-41	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
DOE	450,000	81.042	20C-6008	07/01/20 - 06/30/22	123-60 123-60	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
LIHWAP (LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM)	537,098	93.499	21Z-9556	04/01/22 - 08/31/23	124	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
GENERAL CENTER CHILD CARE	600,085 8,241 677,192	93.575	CCTR - 1057 CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	275,855 275,855	93.596	CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT ALTERNATIVE PAYMENT	5,411,000 138,128 5,643,428	93.575	CMAP - 1000 CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.575	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	0	93.596	CSPP - 9121	07/01/21 - 06/30/22	258	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF EDUCATION
NEOPB CAL FRESH HEALTHY LIVING	1,835,459	10.561	19-10324	10/01/21 - 09/30/22	145	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA DEPT OF PUBLIC HEALTH, NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH
211 HOSPITAL PREPAREDNESS PROGRAM - EMERGENCY RESPONSE & SURGE C	10,000	93.074	659 - 2017	PENDING	186	U S DEPT OF HEALTH & HUMAN SERVICES - STATE OF CALIFORNIA, DEPT OF HEALTH SERVICES, COUNTY OF KERN, DEPT OF PUBLIC HEALTH
EFAP (EMERGENCY FOOD ASSISTANCE PROGRAM)	388,468	10.568/569	15 - MOU - 00118	10/01/21 - 09/30/22	105/111	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP BUILD BACK BETTER (BBB) SUPPLEMENTAL	299,960	10.568	15 - MOU - 00118	10/01/21 - 09/30/22	105-099	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EFAP REACH AND RESILIENCY	96,159	10.568	15 - MOU - 00118	06/13/22 - 06/30/24	105-103	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
SNFMP (SENIOR FARMERS MARKET NUTRITION PROGRAM)	17,000	10.576		7/1/2020 - TBD	113	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
EF&S Phase 39	50,638	97.024		4/1/2022 - 5/31/2023	114	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
EF&S ARPA	156,509	97.024		7/1/2022 - 3/31/2023	114-094	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TRADE MITIGATION BONUS OFFERING	\$1,992.62 PER TRUCK LOAD	10.178		10/01/21 - 09/30/22	106	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
LOCAL FOOD PURCHASE ASSISTANCE PROGRAM (LFPA)	815,097	10.182			131	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
ESG CARES ACT HOMELESS SERVICES	3,800,000	14.231	752-2020	3/1/2020 - 9/30/2022	141	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN (START UP)	161,272	21.027		3/1/2022 - 6/30/2022	142-007	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
SAFE CAMPING - COUNTY OF KERN	303,106 1,212,423	21.027		4/1/2022 - 6/30/2022 7/1/2022 - 6/30/2023	142-000	U S DEPT OF TREASURY CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS (CSLFRF) FROM AMERICAN RESCUE PLAN, COUNTY OF KERN
ESG COORDINATED ENTRY SERVICES COVID-19	120,000		2021-017	03/01/21 - 02/28/22	143	U S DEPT OF HOUSING AND URBAN DEVELOPMENT, COMMUNITY PLANNING AND DEVELOPMENT, EMERGENCY SHELTER GRANTS PROGRAM CARES, CITY OF BAKERSFIELD
CSFP (COMMODITY SUPPLEMENTAL FOOD PROGRAM)	398,229	10.565	MOU-20-6003	10/01/21 - 09/30/22	147	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
CHILD AND ADULT CARE FOOD PROGRAM (CACFP) - KERN & SAN JOAQUIN	BASED ON MEALS SERVED	10.558	15 - 1248 - OJ	10/01/21 - 09/30/22 10/01/22 - 09/30/23	112/139	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF EDUCATION
WIC (WOMEN, INFANTS & CHILDREN)	4,101,059 4,277,247	10.557	19 - 10139 22 - 10236	10/01/21 - 09/30/22 10/01/22 - 09/30/23	115	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF PUBLIC HEALTH
ASTHO VACCINE EQUITY PROJECT	425,000	93.185	00-FE-3400-01-00	05/01/22 - 07/30/22	151	US DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS OF DISEASE CONTROL AND PREVENTION, ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS (ASTHO)
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM (SNAP) AKA CALFRESH PROGRAM	104,492	10.561	18 - 7012 - SUB - CAPK	10/01/21 - 09/30/22	164	U S DEPT OF AGRICULTURE - STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, INFO LINE OF SAN DIEGO dba 211 SAN DIEGO
HUD COMMUNITY PROJECT FUNDING - FOOD BANK EXPANSION	3,000,000	14.251	B-22-CP-CA-0119	11/01/22 - 08/31/30	168	DEPARTMENT OF URBAN HOUSING AND DEVELOPMENT
QUALITY RATING AND IMPROVEMENT SYSTEM (QRIS) - SAN JOAQUIN	20,000	84.412	N/A	07/01/21 - 06/30/22	117-005	U.S. DEPT OF EDUCATION - STATE OF CALIFORNIA, DEPT OF EDUCATION - FIRST 5 CALIFORNIA, COUNTY OF SAN JOAQUIN, FIRST 5 SAN JOAQUIN, RACE TO THE TOP
BCSD CA SCHOOL COMMUNITY PARTNERSHIP	500,000	N/A		08/03/2022 - 06/30/2027	205	STATE OF CALIFORNIA, DEPT OF EDUCATION, BAKERSFIELD CITY SCHOOL DISTRICT (BCSD)

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CITY OF BAKERSFIELD CALVIP	578,731	N/A	2022-199	9/21/22-12/31/25	247	STATE OF CALIFORNIA, CORRECTIONS PLANNING AND GRANTS PROGRAMS, CITY OF BAKERSFIELD
SAN JOAQUIN COE GENERAL CHILD CARE (CCTR)	2,852,203		N/A	07/01/21 - 06/30/22	248	STATE OF CALIFORNIA, DEPT OF EDUCATION - SAN JOAQUIN COUNTY OFFICE OF EDUCATION, EARLY CHILDHOOD EDUCATION
CSPP QRIS BLOCK GRANT	17,990		N/A	07/01/21 - 06/30/22	258-005	STATE OF CALIFORNIA, DEPT OF EDUCATION - KERN COUNTY SUPERINTENDENT OF SCHOOLS, KERN EARLY STARS
MIGRANT ALTERNATIVE PAYMENT	22,010,862 23,809,862		CMAP - 1000 CMAP - 2000	07/01/21 - 06/30/22 07/01/22 - 06/30/23	261	STATE OF CALIFORNIA, DEPT OF EDUCATION
GENERAL CENTER CHILD CARE	2,802,254 3,043,423		CCTR - 1057 CCTR - 2058	07/01/21 - 06/30/22 07/01/22 - 06/30/23	253	STATE OF CALIFORNIA, DEPT OF EDUCATION
CALIFORNIA STATE PRESCHOOL PROGRAM	4,577,394 7,153,992		CSPP - 1123 CSPP - 2120	07/01/21 - 06/30/22 07/01/22 - 06/30/23	258	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT CHILD CARE	273,427 273,318		CMIG - 1004 CMIG - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	250	STATE OF CALIFORNIA, DEPT OF EDUCATION
MIGRANT SPECIALIZED SERVICES	40,079 40,079		CMSS - 1004 CMSS - 2004	07/01/21 - 06/30/22 07/01/22 - 06/30/23	252	STATE OF CALIFORNIA, DEPT OF EDUCATION
CAL EITC FREE TAX PREPARATION ASSISTANCE GRANT	1,466,598		21T-1015	12/01/21 - 06/30/23	234	STATE OF CALIFORNIA, DEPT OF COMMUNITY SERVICES AND DEVELOPMENT
HOME VISIT INITIATIVE (COUNTY OF KERN)	4,227,141		N/A	07/01/21 - 06/30/22	270	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN)	70,000		509-2019	07/01/21 - 06/30/22	271	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
POSITIVE YOUTH DEVELOPMENT SERVICES (COUNTY OF KERN) - MEDI-CAL	552,772		509-2019	07/01/21 - 06/30/22	274	STATE OF CALIFORNIA, DEPT OF HUMAN SERVICES, COUNTY OF KERN
CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING PROGRAM	57,000		18-CESH-12453	10/03/19 - 07/24/24	272	STATE OF CALIFORNIA, DEPT OF GENERAL SERVICES, UNITED WAY OF KERN
COUNTY OF KERN LOW BARRIER HOMELESS SHELTER OPERATIONAL	2,108,229		017-2020	07/01/20-06/30/21	275-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN
BAKERSFIELD KERN REGIONAL HOMELESS COLLABORATIVE HOMELESS HOUSING ASSISTANCE AND PREVENTION (HHAP)	78,000		N/A	10/01/20 - 09/30/23	276	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, BAKERSFIELD REGIONAL HOMELESS COLLABORATIVE

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**COMMUNITY ACTION PARTNERSHIP OF KERN
 SCHEDULE OF PROGRAMS (FUNDS)
 FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
CITY OF BAKERSFIELD HOMELESS HOUSING ASSISTANCE AND PREVENTION	42,000		2020-213	10/01/20 - 09/30/22	278	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, CITY OF BAKERSFIELD
FOOD BANK CAPACITY PROGRAM	537,628		SGRT-19-0012	06/01/20 - 06/30/22	215	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
FOOD BANK CAPACITY PROGRAM - FOOD BANK EXPANSION	4,859,606		SGRT-22-0012	07/01/21 - 06/30/26	215-100	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
TAX CHECK - OFF (FOOD BANK)	13,749		15 MOU - 00118	07/01/21 - 06/30/22	216-000	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD ASSISTANCE (FOOD BANK) CAL FOOD	274,249		15 MOU - 00118	07/01/21 - 06/30/22	216-087	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
STATE EMERGENCY FOOD COVID-19 DISASTER BOXES (FOOD BANK)	10,667		N/A	07/01/21 - 06/30/22	216-093	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES
DIFFERENTIAL RESPONSE SERVICES	230,726		N/A	07/01/21 - 06/30/22	280	STATE OF CALIFORNIA, DEPT OF SOCIAL SERVICES, COUNTY OF KERN, SUPERINTENDENT OF SCHOOLS, CHILD AND FAMILY SERVICES AGENCY, NETWORK FOR CHILDREN
FIRST 5 KERN - HELPLINE 211	87,948		2020.2.05	07/01/21 - 06/30/22	288	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	142,167		2020.2.06	07/01/21 - 06/30/22	281	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - HELP ME GROW	163,032		2020.1.06	07/01/21 - 06/30/22	284	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
FIRST 5 KERN - RIDGECREST FAMILY RESOURCE CENTER	154,174		2020.2.18	07/01/21 - 06/30/22	286	STATE OF CALIFORNIA, FIRST 5 CALIFORNIA, COUNTY OF KERN, FIRST 5 KERN
SIERRA FOUNDATION - ASTHMA MITIGATION	500,000		N/A	08/01/20 - 05/15/23	290	STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SVCS, SIERRA FOUNDATION
UNITED WAY STANISLAUS - CES	123,161 402,525			03/01/22 - 06/30/22 07/01/22 - 06/30/23	292	STATE OF CALIFORNIA, HOUSING HOMELESS ASSISTANCE AND PREVENTION, UNITED WAY OF STANISLAUS COUNTY
COUNTY OF KERN HELPLINE 211	45,000		669-2019	07/01/21 - 06/30/22	389	COUNTY OF KERN
READY KERN	1,126		N/A	07/01/21 - 06/30/22	366	COUNTY OF KERN, FIRE DEPT - OFFICE OF EMERGENCY SERV
KAISER FOUNDATION - FOOD ASSISTANCE	95,000		N/A	TBD	419	KAISER FOUNDATION
SHAWNEE AFTER YOUTH CENTER - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	527-261	CALIFORNIA COASTAL COMMISSION, WHARF TAIL FUND GRANT

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**COMMUNITY ACTION PARTNERSHIP OF KERN
SCHEDULE OF PROGRAMS (FUNDS)
FOR THE PERIOD MARCH 1, 2022 THROUGH FEBRUARY 28, 2023**

PROGRAM (COMPONENT)	AMOUNT	CFDA #	GRANT NUMBER	PROGRAM YEAR	FUND#	FUNDING SOURCE
FRIENDSHIP HOUSE - COASTAL CLEAN-UP	4,000		N/A	05/28/22 - 08/31/23	531-261	CALIFORNIA COASTAL COMMISSION, WHALE TAIL FUND
FRIENDSHIP HOUSE - ALBERTSONS STEM	4,868				531-266	ALBERTSONS COMPANIES FOUNDATION
211 LA County	10,000 15,000		N/A	11/01/22 - 06/30/23 07/01/23 - 06/30/24	536-230	CALIFORNIA 211 PROVIDERS NETWORK
211 KINGS COUNTY	22,868		N/A	07/01/21 - 06/30/22	536-231	KINGS UNITED WAY
211 TULARE COUNTY	63,017		N/A	07/01/21 - 06/30/22	536-232	UNITED WAY OF TULARE COUNTY
211 STANISLAUS COUNTY	93,600		N/A	07/01/21 - 06/30/22	536-234	UNITED WAY OF STANISLAUS COUNTY
211 FRESNO AND MADERA COUNTIES	92,130 96,737		N/A	12/28/21 - 12/31/22 01/01/23 - 12/31/23	536-235	UNITED WAY OF FRESNO AND MADERA COUNTIES
FEEDING AMERICA SERVICE INSIGHTS	100,000		N/A		423	FEEDING AMERICA SERVICE INSIGHTS
SOUTHERN CA EDISON - 211 CUSTOMER RELATIONS MANAGEMENT (CRM) DEVELOPMENT PROGRAM	35,000		N/A	TBD	429	SOUTHERN CALIFORNIA EDISON
EAST KERN EMERGENCY CLOSET	PENDING		N/A	PENDING	501-005	FRIENDS OF MERCY FOUNDATION, SISTER PHYLLIS HUGHES ENDOWMENT FOR SPECIAL NEEDS
EAST KERN HEALTH LINK	PENDING		N/A	PENDING	454	DIGNITY HEALTH
BLUE SHIELD OF CALIFORNIA	25,000		N/A	01/01/22 - 06/30/22	455	BLUE SHIELD OF CALIFORNIA
FOOD BANK FREE FARMERS MARKET - WASCO	150,000		N/A	12/01/21 - 11/30/22	467	THE WONDERFUL COMPANY FOUNDATION
FARMWORKERS INITIATIVE	25,000		N/A	01/01/18 - TBD	456	BANK OF THE WEST

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COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
103	Community Services Block Grant (CSBG)	X	X		X		X
501	General Fund				X		X
800	GAAP Fund						X
910	Community Development Pool				X		
915	Operations Pool			X	X		X
920	Facilities Pool						X
925	Health & Nutrition Pool	X	X		X		
999	Indirect Fund						X
502	Discretionary Fund					X	
595	Fund Raising					X	
108	Early Head Start	X					
109	Head Start	X					
117	Early Head Start San Joaquin	X					
117-005	EHS San Joaquin QRIS	X					
248	San Joaquin COE General Child Care (CCTR)	X					
250	Migrant Child Care	X					
252	Migrant Specialized	X					
253	General Child Care	X					
253-005	CCTR - QRIS	X					
258	California State Preschool (CSPP)	X					
258-005	CSPP QRIS	X					
260	Child Care Facilities	X					
261	Migrant Alternative Payment	X					
262/265	Child Development Reserve	X					
270	Home Visit Initiative	X					
112	Child Care Food Program (CACFP)		X				
115	Women, Infants & Children		X				
145	NEOPB Cal Fresh		X				
139	CACFP - San Joaquin		X				
	<u>Food Bank</u>		X				
105	Emergency Food Assistance		X				
111	USDA Commodities		X				
114	Emergency Food & Shelter		X				
135	County of Kern CARES Food Delivery Program		X				
147	Commodity Supplemental Food Program		X				
175-032	CSBG Discretionary - Ridgecrest		X				
215	Food Bank Capacity Project		X				
216-000	Food Bank Tax Check-Off		X				
216-087	State Emergency Food Assistance		X				
413	Resnick Foundation		X				
422	Feeding America Senior Hunger		X				
423	Feeding America Service Insights		X				
475	Wonderful Company Food Bank Expansion		X				
485	Southern California Gas Company (Solar)		X				
461	CAFB Food Access for Farmworkers Initiative		X				
467	Wonderful Company Foundation		X				
504	Food Bank		X				
505	Food Bank - Expansion		X				

**COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23**

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>Energy</u>						
122	Low Income Home Energy Assistance			X			
123	Dept of Energy Weatherization			X			
124	Low Income Home Water Assistance			X			
241	LIWP Solar PV Pilot			X			
245	LIWP Single Family			X			
484	DAP (Disgorgement Assistance Program)			X			
494	PG&E			X			
524	Energy			X			
	<u>VITA (Volunteer Income Tax Assistance)</u>						
149	Internal Revenue Service - VITA				X		
234	CalEITC				X		
	<u>East Kern Family Resource Center</u>						
171	Economic Empowerment				X		
280	Differential Response				X		
281	First 5 East Kern Family Resource				X		
286	First 5 Oasis Family Resource Center				X		
454	Dignity Health East Kern Health Link				X		
501-005	EKFRC: KHS Emergency Closet				X		
533	East Kern Family Resource Center				X		
534	Oasis Family Resource Center				X		
	<u>Youth Services</u>						
120	Information & Education				X		
271	Positive Youth Development Svcs				X		
274	Positive Youth Development Svcs-Medi-Cal				X		
448	Wells Fargo Foundation				X		
527	Shafter Youth Center				X		
527-068	SYC - Robotics/STEM				X		
527-260	SYC - KHS Make Bakersfield				X		
531	Friendship House Community Center				X		
531-068	FHCC - Robotics/STEM				X		
531-070	FHCC - Aggression Replacement Training				X		
531-260	FHCC - KHS Museum on the Move				X		
	<u>Homeless Services</u>						
141	ESG CARES Act Homeless Services				X		
142	County of Kern LBNC - Safe Camping				X		
160	HUD Coordinated Entry System				X		
275	County of Kern LBNC				X		
276	BKRHC HHAP				X		
278	City of Bakersfield HHAP				X		
292	United Way Stanislaus CES				X		
550	CalAIM Homeless Prevention Services				X		

**COMMUNITY ACTION PARTNERSHIP OF KERN
FUNCTIONAL CLASSIFICATIONS BY FUND
FISCAL YEAR 2022/23**

Abila Fund #	Fund Name	PROGRAM SERVICES				SUPPORT SERVICES	
		Education	Nutrition	Energy Conservation	Community Services	Discretionary/ Fund Raising	General & Admin
	<u>2-1-1</u>						
164	Cal Fresh				X		
186	2-1-1 Hospital Preparedness Program				X		
284	First 5 Kern Help Me Grow				X		
288	First 5 Kern 2-1-1				X		
366	ReadyKern				X		
389	County of Kern 2-1-1				X		
428	2-1-1 United Way				X		
428-240	United Way - Coordinate Entry System				X		
429	Southern CA Gas CRM Development Program				X		
430	Goodwill Industries - CA COVID-19 Call Ctr				X		
431	United Way - COVID-19 Comm Resp & Relief				X		
536-231	2-1-1: Kings County				X		
536-232	2-1-1: Tulare County				X		
536-233	2-1-1: Merced County				X		
536-234	2-1-1: Stanislaus County				X		
536-260	2-1-1: KHS Homeless Collaborative				X		
	<u>Other</u>						
151	ASTHO Vaccine Equity				X		
205	BCSD Community School Partnership Program				X		

COMMUNITY ACTION PARTNERSHIP OF KERN
LINE OF CREDIT ADVANCES AND REPAYMENTS
 FISCAL YEAR 2022/23

Date	Advance Amount	Repayment Amount	No. of Days Borrowed	Interest Expense	Interest Rate
03/31/22	n/a				
04/30/22	n/a				
05/31/22	n/a				
06/30/22	n/a				
07/31/22	n/a				
08/31/22	n/a				
09/30/22	n/a				
10/31/22	n/a				
11/30/22	n/a				
12/31/22	n/a				
01/31/23	n/a				
02/28/23	n/a				

Note 1: Line of Credit agreement was entered into with Wells Fargo Bank as of January 15, 2021 \$1.5 million during January , February, July, August 2021 and will increase to \$350,000 March - June 2021, Sept - Dec 2021. This agreement will terminate on January 15, 2022. A varied amount decrease to better manage the cash flow need during peak months.

Note 2: Interest expense is calculated at 3.75% above daily one month LIBOR.

LINE OF CREDIT COMMITMENT FEE (Based on the daily unused amount of the line of credit calculated quarterly)

Period	No. of Days in Period	Commitment Fee	Interest Rate
12/31/21 - 3/31/22	90 days	\$ 406.25	4.13%
04/01/22 - 6/30/22	90 days	\$ 221.16	5.35%
07/01/22 - 9/30/22	90 days	\$ 718.75	6.83%
10/01/22 - 12/31/22	90 days	\$ 223.61	8.15%

Note 3: The interest expense and commitment fee are automatically deducted from CAPK's open bank account at Wells Fargo Bank.

**COMMUNITY ACTION PARTNERSHIP OF KERN
OPERATING CASH SUMMARY AS OF FEBRUARY 28, 2023**

PROGRAM (FUND)	CASH BALANCE
CHILD AND ADULT CARE FOOD PROGRAM	(144,573.68)
HEAD START/EARLY HEAD START	161,888.73
SUBTOTAL	17,315.05
GENERAL CHILD CARE	445,815.28
MIGRANT A/P	3,785,676.28
MIGRANT CHILD CARE	92,303.32
MIGRANT SPECIALIZED SERVICES	(9,832.58)
SAN JOAQUIN COE GENERAL CHILD CARE	(49,453.56)
STATE PRESCHOOL	2,558,907.07
SUBTOTAL	6,823,415.81
COMMODITY SUPPLEMENTAL FOOD PROGRAM	(169,857.38)
EF&S	92,678.68
EFAP	(37,526.92)
HEALTH NET	(58.73)
FEEDING AMERICA SENIOR HUNGER	29.54
FEEDING AMERICA SERVICE INSIGHTS	91,702.09
FOOD BANK	(366,150.80)
FOOD BANK EXPANSION	58,646.89
FOOD BANK CAPACITY PROGRAM	1,524,972.05
FOOD BANK - STATE	(215,863.69)
SENIOR FARMERS MARKET NUTRITION PROGRAM	18,451.31
WONDERFUL FOOD BANK EXPANSION	2,543,787.51
WONDERFUL FOUNDATION	120,457.27
SUBTOTAL	3,661,267.82
ENERGY	(115,299.69)
DOE WAP	0.00
LIHEAP	(1,794,450.66)
LIWHAP	(16,128.87)
PG&E	17,359.01
DAP (Disgorgement Assistance Program)	0.13
TRANSFER NEGATIVE BALANCE	1,908,520.08
SUBTOTAL	0.00
CALIFORNIA ENDOWMENT	
CENTRAL VALLEY SMALL BUSINESS DEVELOPMENT	2,000.00
SUBTOTAL	2,000.00
211	384,685.43
BCSD CA COMMUNITY SCHOOL PARTNERSHIP (CCSPP)	(103,688.68)
BKRHC HOMELESS HOUSING ASSISTANCE & PREVENTION	(16,869.77)
CALAIM HOMELESS PREVENTION SERVICES	265,159.29
CAL FRESH	(17,000.33)
CALEITC	(80,408.69)
CAPK FOUNDATION	(32,268.28)
COST POOLS	416,652.57
COUNTY OF KERN LOW BARRIER HOMELESS CENTER	(824,575.14)
CSBG	(272,186.18)
CSBG - DISCRETIONARY	(31,000.00)
DIFFERENTIAL RESPONSE	(66,592.07)
DIGNITY HEALTH	1,048.70
DISCRETIONARY FUND	3,884,662.38
EAST KERN FAMILY RESOURCE CENTER	13,560.85
ESG CARES ACT HOMELESS SERVICES	2,317.26
HOMELESS SAFE CAMPING - CSLRFR (ARPA)	(84,123.64)
ESG COORDINATED ENTRY SERVICE - COVID19	(13,670.66)
ASTHO VACCINE EQUITY	91,273.68
CITY OF BAKERSFIELD CAL VIP	(336.69)
FIRST 5 KERN 211	(32,672.86)
FIRST 5 KERN EAST KERN FAMILY RESOURCE CENTER	(43,648.08)
FIRST 5 HELP ME GROW	(37,378.27)
FIRST 5 RIDGECREST FAMILY RESOURCE CENTER	(74,668.32)
FRIENDSHIP HOUSE	15,051.82
FUNDRAISING	275,059.44
GENERAL FUND	579,276.08
GOODWILL IND-CA State 211 COVID-19 Call Cntr Response	(9,916.80)
HOME VISIT INITIATIVE (CO OF KERN)	(195,516.26)
HOUSING FOR THE HARVEST STATE	3.02
HUD-COORDINATED ENTRY SYSTEM	(54,518.85)
COUNTY OF KERN - 211	(24.01)
INDIRECT FUND	552,680.48
IRS - VITA	(105,482.92)
TAX ASSISTANCE	32,010.08
M ST NAVIGATION CENTER	37,731.25
NEOPB CAL FRESH HEALTHY LIVING	(138,714.17)
POSITIVE YOUTH DEV SVC	(11,517.83)
POSITIVE YOUTH M	(94,297.74)
SHAFTER YOUTH CENTER	36,426.95
OASIS FAMILY RESOURCE CENTER	12,694.83
SIERRA FOUNDATION - ASTHMA MITIGATION	43,641.03
UNITED WAY 211	981.55
UW STANISLAUS CES	(67,588.58)
WELLS FARGO FOUNDATION	66,981.80
WIC	(989,705.95)
LESS: ENERGY NEGATIVE BALANCE	(1,908,520.08)
ADD: LINE OF CREDIT	0.00
SUBTOTAL	1,405,007.64
TOTAL OPERATING CASH	11,909,006.32

COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)

WELLS FARGO BANK ACCOUNTS

1. Operating Account: Used to make all CAPK disbursements and for deposits of all cash receipts unless there are requirements to deposit cash to a restricted bank account.
2. Head Start Accrued Vacation: This is an interest bearing restricted bank account that holds cash reserved for the payment of accrued vacation for Head Start and Early Head Start employees.
3. CSD Advances Account: This is an interest bearing restricted bank account for CSBG and Energy grants. Advances on the Community Services Block Grant (CSBG), Department of Energy – Weatherization Assistance Program (DOE WAP) and Low Income Home Energy Assistance Program (LIHEAP) grants are required to be deposited to a restricted bank account until there is an immediate need for the cash. Once the immediate need is determined, the cash is transferred to the Operating Account to make disbursements.
4. On-Line Donations Account: This is an interest bearing restricted bank account that is designated for internet donations to CAPK. The deposits are subsequently transferred to the Operating Account.
5. Child Development Reserve #1: This is an interest bearing restricted bank account that is required by the California Department of Education for center-based contracts, such as General Child Care (CCTR), State Preschool (CSPP) and State Migrant (CMIG) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.
6. Child Development Reserve #2: This is an interest bearing restricted bank account that is required by the California Department of Education for alternative payment contracts, such as Migrant Childcare Alternative Payment (CMAP) for the purpose of holding revenue earned in excess of costs. When the revenue is used, the cash is transferred to the Operating Account to make disbursements.

Note: All CAPK bank accounts are with Wells Fargo Bank.

COMMUNITY ACTION PARTNERSHIP OF KERN
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR THE MONTH ENDED
 February 28, 2023


WELLS FARGO BANK, N.A.
 P. O. BOX 63020
 SAN FRANCISCO, CA 94163

OPERATING ACCOUNT
 ACCOUNT NO: XXXXX-X2976

BANK BALANCE AT	02/28/23		12,547,934.11
LESS: OUTSTANDING CHECKS		634,244.01	
ADJUSTED BANK BALANCE AT	02/28/23		11,913,690.10
GENERAL LEDGER BALANCE AT	01/31/23		9,140,272.86
ADD: DEPOSITS		2,406,129.26	
US TREAS DRAWDOWNS		4,375,824.13	
FUNDS FROM OTHER GRANTS		3,639,724.96	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
ADP /HEALTH EQUITY REFUND		-	
REIMBURSEMENT OF ALTERED PAYEE		3,069.27	
LESS: CHECKS		1,587,368.14	
ADP PAYROLL 2/10/23		1,635,276.27	
ADP PAYROLL 2/24/23		1,603,430.07	
EFTS FOR HRA/HSA/ STD/403B		415,759.08	
REC LOAN PRINCIPAL/INT EXPENSES		23,790.70	
TRANSFERS FROM RESTRICTED ACCOUNTS		-	
CREDIT CARD		13,217.20	
BANK FEES		-	
ACH VOUCHERS		2,372,488.92	
GENERAL LEDGER BALANCE AT	02/28/23		11,913,690.10

DIFFERENCE: -

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 03/16/2023

APPROVED BY:  TITLE: Chief Financial Officer DATE: Mar 16, 2023

COMMUNITY ACTION PARTNERSHIP OF KERN
HEADSTART ACCRUED VACATION*
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
February 28, 2023

WELLS FARGO BANK, N.A.
 P. O. BOX 63020
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6256

BANK BALANCE ENDING:	02/28/23	1,050,719.23
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	02/28/23	1,050,719.23

BALANCE PER G/L	01/31/23	1,050,077.49
ADD:		
DEPOSITS		0.00
INTEREST		641.74
ROUNDING ERROR		0.00
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	02/28/23	1,050,719.23

DIFFERENCE: 0.00

* This account changed name in March 2011 from "Discretionary Fund" to "Head Start Accrued Vacation".

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 03/10/23
 APPROVED BY: *Naomi Webster* TITLE: Chief Financial Officer DATE: Mar 10, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN
CSD ADVANCES ACCOUNT****

5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
February 28, 2023

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163


ACCOUNT NO.: XXXXX-X1095

BANK BALANCE ENDING:	02/28/23	439,614.14
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	02/28/23	439,614.14

BALANCE PER G/L	01/31/23	439,345.64
ADD:		
DEPOSITS		0.00
INTEREST		268.50
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
WIRE TRANSFER		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	02/28/23	439,614.14

* December 2009 name changed from Food Bank to DOE ARRA. DIFFERENCE: 0.00

** January 2018 name changed from DOE ARRA to CSD Advances.

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 03/10/23
APPROVED BY:  TITLE: Chief Financial Officer DATE: Mar 10, 2023

COMMUNITY ACTION PARTNERSHIP OF KERN
ON-LINE DONATIONS ACCOUNT
 5005 BUSINESS PARK NORTH
 BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
February 28, 2023


WELLS FARGO BANK, N.A.
 P. O. BOX 63020
 SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X1921

BANK BALANCE ENDING:	02/28/23	58,380.76
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE	02/28/23	58,380.76

BALANCE PER GENERAL LEDGER	01/31/23	57,961.86
ADD: DEPOSITS (Credit Card Donations & Shared Fee)		0.00
ONLINE DONATIONS		509.91
PAYPAL DEPOSIT		0.00
INTEREST		35.54
LESS: APPLIED MERCHANT DEBITS		0.00
CLIENT ANALYSIS SERVICE CHARGE		17.45
BANKCARD FEES		109.10
CASH CONCENTRATION FEE		0.00
FUND TRANSFER TO GENERAL FUND		0.00
		0.00
BALANCE PER GENERAL LEDGER:	02/28/23	58,380.76

* October 2009 name changed from WIC Account to CSBG ARRA Account and is now interest-bearing. Difference: 0.00
 ** August 2010 name changed from CSBG ARRA Account to HOPE Program Account.
 *** January 2018 name changed from HOPE Program Account to On-line Donations Account.

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 03/10/23
 APPROVED BY:  TITLE: Chief Financial Officer DATE: Mar 10, 2023

COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #1
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
February 28, 2023

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X6264

BANK BALANCE ENDING:	02/28/23	4,680.71
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	02/28/23	4,680.71

BALANCE PER G/L	01/31/23	4,677.85
ADD:		
DEPOSITS		0.00
INTEREST		2.86
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00
BALANCE PER G/L	02/28/23	4,680.71

DIFFERENCE: 0.00

PREPARED BY: <u>N. IBARRA</u>	TITLE: <u>Accountant</u>	DATE: <u>03/10/23</u>
APPROVED BY: <u><i>Nancy Webster</i></u>	TITLE: <u>Chief Financial Officer</u>	DATE: <u>Mar 10, 2023</u>

**COMMUNITY ACTION PARTNERSHIP OF KERN
CHILD DEVELOPMENT RESERVE #2**
5005 BUSINESS PARK NORTH
BAKERSFIELD, CA 93309-1651

BANK RECONCILIATION FOR MONTH ENDING
February 28, 2023

WELLS FARGO BANK, N.A.
P. O. BOX 63020
SAN FRANCISCO, CA 94163

ACCOUNT NO.: XXXXX-X2049

BANK BALANCE ENDING:	02/28/23	35,192.29
DEPOSITS IN TRANSIT		0.00
OUTSTANDING CHECKS		0.00
OTHER		0.00
ADJUSTED BANK BALANCE:	02/28/23	35,192.29

BALANCE PER G/L	01/31/23	35,170.79
ADD:		
DEPOSITS		0.00
INTEREST		21.50
BANK ACCOUNT TRANSFER FROM GENERAL FUND		0.00
LESS:		
CHECKS		0.00
CLIENT ANALYSIS SERVICE CHARGE		0.00
BANK ACCOUNT TRANSFER TO GENERAL FUND		0.00

BALANCE PER G/L	02/28/23	35,192.29
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DIFFERENCE: 0.00

PREPARED BY: Naomi Ibarra TITLE: Accountant DATE: 03/10/23
 APPROVED BY: *Marcy Webster* TITLE: Chief Financial Officer DATE: Mar 10, 2023

**COMMUNITY ACTION PARTNERSHIP OF KERN
WELLS FARGO VISA SUMMARY
STATEMENTS DATED February 1, 2023 - February 28, 2023**

Cardholder	Position	Amount Charged
CAPK	Accounts Payable	\$ -
Catherine Anspach	Foundation Director of Development	1,134.39
Gloria Barbero	Administrator - EHS San Joaquin	-
Yolanda Gonzales	Director of Head Start/State Child Development Programs	2,698.09
Freddy Hernandez	Director of Youth and Community Services	2,665.13
Louis Gill	Chief Program Officer	-
Lisa McGranahan	Director of Human Resources	17.25
Jerry Meade	Assistant Director of Head Start/State Child Development Programs	58.00
Pritika Ram	Chief Business Development Officer	3,153.94
Jeremy Tobias	Chief Executive Officer	1,025.18
Emilio Wagner	Director of Operations	2,359.04
Tracy Webster	Chief Financial Officer	239.20
Rebecca Moreno	Director of Housing Support Services	1,226.16
Susana Magana	Director of Nutrition Services	3,942.72
	Total	\$ 18,519.10



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Capk Ap	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7017	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
Transaction Count: 0						Total: 0.00

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Catherine Anspach	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-1647	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/2/2023	2/3/2023	Tst* Chefs Choice Noodle Bakersfield, CA				52.50
Lunch with sponsor prospect. Attendees: C. Anspach & J. Buechler						
<hr/>						
2 2/2/2023	2/6/2023	Office Depot #952 Bakersfield, CA				21.31
Purchase of Avery Mailing Labels for 3/30/23 Foundation Event invitations. Could not submit PO due to timing of end of fiscal year close.						
<hr/>						
3 2/7/2023	2/7/2023	American Air Fort Worth, TX				30.00
Airline Baggage Fee for Catherine Anspach - NCAP Management & Leadership Conference in New Orleans, LA						
<hr/>						
4 2/8/2023	2/8/2023	Lyft *ride Tue 2pm Lyft.Com, CA				50.11
Transportation from Airport to Hotel for C. Anspach - NCAP Management & Leadership Conf.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
5 2/10/2023	2/10/2023	American Air Fort Worth, TX				30.00
Baggage fee for Catherine Anspach - NCAP Management & Leadership Conference in New Orleans.						
<hr/>						
6 2/11/2023	2/13/2023	Lyft *ride Fri 5pm Lyft.Com, CA				73.45
Transportation from Hotel to Airport for C. Anspach - NCAP Management & Leadership Conf.						
<hr/>						
7 2/11/2023	2/13/2023	Sheraton New Orleans 504-5252500, LA				877.02
Hotel fee for Catherine Anspach - NCAP Management & Leadership Conference in New Orleans.						
<hr/>						

Transaction Count: 7
Total: 1,134.39

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Yolanda Gonzales	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7009	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/7/2023	2/9/2023	Tst* The Padre Hotel Bakersfield, CA		_____	_____	1,254.62
Deposit for meeting room for School Year Proposal for New Curriculum School Readiness to be held on February 15th						
<hr/>						
2 2/15/2023	2/17/2023	Tst* The Padre Hotel Bakersfield, CA		_____	_____	1,443.47
School Year Proposal for New Curriculum School Readiness meeting final payment						
<hr/>						

Transaction Count: 2
Total: 2,698.09

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Freddy Hernandez	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8850	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/31/2023	2/2/2023	Office Depot #5125 800-463-3768, CA				909.27
Supplies needed for VITA ASAP for site expansion.						
<hr/>						
2 2/1/2023	2/3/2023	Little Caesars 0292 0010 661-873-9999, CA				25.25
Lunch for VITA volunteers.						
<hr/>						
3 2/4/2023	2/6/2023	Too Fat Sa* Too Fat Sa Toofat1@sbcgl, CA				76.86
Lunch for VITA volunteers.						
<hr/>						
4 2/9/2023	2/13/2023	Oceana Grill 504-5253661, LA				473.22
Group dinner in NOLA.						
<hr/>						
5 2/11/2023	2/13/2023	Hotel Fontenot New Orleans, LA				820.58
Hotel stay for Freddy Hernandez to attend the CAP Management & Training Conference in NOLA.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 2/11/2023	2/13/2023	3594 El Pollo Loco 310-6747924, CA				98.01
Lunch for VITA volunteers.						
<hr/>						
7 2/16/2023	2/17/2023	Dd Doordash Tacoslavi 855-973-1040, CA				36.55
Lunch provided for VITA volunteers.						
<hr/>						
8 2/18/2023	2/20/2023	Dd Doordash Tacoslavi 855-973-1040, CA				25.46
Lunch provided for VITA volunteers.						
<hr/>						
9 2/19/2023	2/20/2023	Dd Doordash Pandaexpr 855-973-1040, CA				118.84
Lunch provided for VITA volunteers.						
<hr/>						
10 2/25/2023	2/27/2023	Canva* I03707-23254994 Httpscanva.Co, DE				12.95
Software required for VITA.						
<hr/>						
11 2/26/2023	2/27/2023	Dd Doordash Popeyes 855-973-1040, CA				68.14
Lunch provided for VITA volunteers.						
<hr/>						

Transaction Count: 11

Total: 2,665.13

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Louis Gill	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6829	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
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Transaction Count: 0
Total: 0.00

Employee Signature _____ **Date** _____

Authorized Approver Signature _____ **Date** _____



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Lisa McGranahan	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-9914	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/10/2023	2/13/2023	Biometrics4all Inc 714-568-9888, CA				17.25
Relay Fees for running New Hire Fingerprints Invoice Period 01/01/2023-1/31/2023 Invoice Date 02/01/2023						

Transaction Count: 1
Total: 17.25

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Jerry Meade	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-8086	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/16/2023	2/17/2023	Paypal 402-935-7733, VA		_____	_____	29.00
Registration for HVP Staff to attend online training Pyramid Model Training						
<hr/>						
2 2/16/2023	2/17/2023	Paypal 402-935-7733, VA		_____	_____	29.00
Registration for HVP Staff to attend online training Pyramid Model Training						
<hr/>						

Transaction Count: 2
Total: 58.00

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Pritika Ram	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7074	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/1/2023	2/2/2023	Stk*shutterstock 866-6633954, NY				29.00
Monthly fee for stock photos.						
<hr/>						
2 2/2/2023	2/3/2023	Nanos Bakery Bakersfield, CA				124.54
Pastries for National Hijab Day Reception on 2/2/23 at Friendship House. See attached documentation.						
<hr/>						
3 2/3/2023	2/6/2023	Unlimited-Elements-For Httpsfreemius, NY				74.25
Annual Unlimited Elements Plan (5 sites) with multi-license discount.						
<hr/>						
4 2/4/2023	2/6/2023	Facebk *wzkblnbem2 Fb.Me/Ads, CA				100.00
Facebook Ad. "Let us know what needs to be done to improve the . . . "						
<hr/>						
5 2/6/2023	2/7/2023	Sheraton New Orleans 504-5252500, LA				1,461.69
Hotel Fee for Vanessa Cortez Mendoza - NCAP Management & Leadership Conference in New Orleans, LA						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 2/7/2023	2/9/2023	National Community Action 202-8422092, DC				150.00
Registration Fee for NCAF Workshop for P. Ram.						
<hr/>						
7 2/8/2023	2/9/2023	Sheraton New Orleans 504-5252500, LA				877.10
Hotel fee for Savannah Maldonado to attend NCAP Management & Leadership Conference in New Orleans.						
<hr/>						
8 2/10/2023	2/13/2023	Target.Com 800-591-3869, MN				112.30
Purchase of Baby Wipes for HS Program. (see attached documentation & coding)						
<hr/>						
9 2/16/2023	2/20/2023	Mamma Mia Bakersfield, CA				122.90
Lunch meeting with Chase Bank & CAPK Staff. Attendee list is attached.						
<hr/>						
10 2/19/2023	2/20/2023	Facebk Xq3atmbfm2 650-5434800, CA				100.00
Facebook Ad. "Let us know what needs to be done to improve the . . ."						
<hr/>						
11 2/20/2023	2/21/2023	Facebk H6sbumbfm2 650-5434800, CA				2.16
Facebook Ad "Let us know what needs to be done to improve the . . ."						
<hr/>						

Transaction Count: 11

Total: 3,153.94

Employee Signature

Date

Authorized Approver Signature

Date



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Jeremy Tobias	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7066	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/4/2023	2/6/2023	Panera Bread #601790 O 661-395-9300, CA		_____	_____	33.86
Coffee & Muffins for Chief's Meeting on 2/3/23. Agenda and attendee list is attached.						
<hr/>						
2 2/7/2023	2/8/2023	Ncaf 202-842-2092, DC		_____	_____	750.00
NCAF Conference Registration Fee for Jeremy Tobias.						
<hr/>						
3 2/22/2023	2/23/2023	Stockdale Mkt #2 Bakersfield, CA		_____	_____	77.98
Gasoline for CEO's Agency Vehicle						
<hr/>						
4 2/22/2023	2/23/2023	Food-Ex Bakersfield, CA		_____	_____	163.34
Lunch for Board of Directors Meeting on 2/22/23. Agenda & Attendee list is attached to invoice.						
<hr/>						

Transaction Count: 4
Total: 1,025.18

Employee Signature _____ Date _____

Authorized Approver Signature _____ Date _____



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Emilio Wagner	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-7041	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/11/2023	2/13/2023	Microsoft#g01952326 Msbill.Info, WA		_____	_____	1,435.08
		Microsoft#g009792710- Microsoft Azure - Software Support HS				
<hr/>						
2 2/20/2023	2/21/2023	Mindbody 805-5462000, CA		_____	_____	461.98
		MindBody - Premier Basic monthly charge and subscription fee for January 2023				
<hr/>						
3 2/20/2023	2/21/2023	Mindbody 805-5462000, CA		_____	_____	461.98
		MindBody - Premier Basic monthly charge and subscription fee for February 2023				
<hr/>						

Transaction Count: 3
Total: 2,359.04

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Tracy Webster	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6993	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/9/2023	2/10/2023	Coursra90thqqgzcnnoj 650-963-9884, CA		_____	_____	39.00
Project Management training for Laura Alford						
<hr/>						
2 2/14/2023	2/15/2023	Bagels And Blenderz Bakersfield, CA		_____	_____	200.20
Finance and Operations all staff meeting						
<hr/>						

Transaction Count: 2
Total: 239.20

Employee Signature **Date**

Authorized Approver Signature **Date**



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Rebecca Moreno	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-4956	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 2/6/2023	2/8/2023	Travelodge Bakersfield, CA				285.60
Isolation housing for COVID 19 resident at M Street.						
2 2/11/2023	2/13/2023	Hotel Fontenot New Orleans, LA				940.56
Hotel stay for Rebecca Moreno to attend the CAP Management & Training Conference in NOLA.						

Transaction Count: 2
Total: 1,226.16

Employee Signature _____ **Date** _____

Authorized Approver Signature _____ **Date** _____



Reporting Period : 2/1/2023 - 2/28/2023

Statement Summary

Name	Susana Magana	Company	Community Action Partnership O
Account #	XXXX-XXXX-XXXX-6693	Currency	US Dollar
Reporting Period	2/1/2023 - 2/28/2023		

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
1 1/30/2023	2/1/2023	Flame And Skewers 2 Bakersfield, CA				601.44
Lunch for Migrant Childcare staff training.						
<hr/>						
2 1/31/2023	2/1/2023	Lassens Natural Foods-Bk Bakersfield, CA				166.71
Special diet food purchase.						
<hr/>						
3 1/31/2023	2/1/2023	Foodsco #0384 Se2 Bakersfield, CA				239.94
Baby formula.						
<hr/>						
4 1/31/2023	2/1/2023	Wal-Mart #1624 Bakersfield, CA				99.84
Baby formula.						
<hr/>						
5 1/31/2023	2/1/2023	Wal-Mart #1624 Bakersfield, CA				95.82
Baby formula.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
6 1/31/2023	2/1/2023	Target 00006148 Bakersfield, CA				72.98
Baby formula.						
<hr/>						
7 1/31/2023	2/1/2023	Usps Po 0504680519 Bakersfield, CA				516.60
Mail stamps for satellite offices.						
<hr/>						
8 2/6/2023	2/7/2023	Ntlrest Servsafe 312-7151010, IL				45.00
Food Handler online courses purchased for Alan Rodriguez, Yesenia Fernandez, and Luz Moreno.						
<hr/>						
9 2/6/2023	2/7/2023	Bed Bath & Beyond #407 Bakersfield, CA				47.10
Descaling solution for Food Bank office coffee maker.						
<hr/>						
10 2/7/2023	2/8/2023	Barnes&noble Papersource 800-843-2665, NY				66.22
Book purchase for coaching & mentoring, Health & Nutrition.						
<hr/>						
11 2/15/2023	2/16/2023	Walmart.Com 8009666546 800-966-6546, AR				85.73
Supplies for Central Kitchen.						
<hr/>						

Trans Date	Post Date	Merchant Name	Charge Codes	Approved	Receipt	Amount
12 2/15/2023	2/16/2023	Lassens Natural Foods-Bk Bakersfield, CA				100.78
Special diet food purchase.						
<hr/>						
13 2/17/2023	2/20/2023	Hiltonsac Arden W-Room Sacramento, CA				220.04
Hotel for Magaly Witz to attend the CDPH Project Directors' Meeting in Sacramento.						
<hr/>						
14 2/17/2023	2/20/2023	Hiltonsac Arden W-Room Sacramento, CA				220.04
Hotel for Alan Rodriguez to attend the CDPH Project Directors' Meeting in Sacramento.						
<hr/>						
15 2/22/2023	2/24/2023	Bcd Meetings & Incenti 312-705-2203, GA				595.00
Registration for Kelly Lowery to attend the Feeding America Annual Conference in NOLA.						
<hr/>						
16 2/23/2023	2/24/2023	Lassens Natural Foods-Bk Bakersfield, CA				137.48
Special diet food for Central Kitchen.						
<hr/>						
17 2/23/2023	2/27/2023	Kern Ccd - Bakersfield Bakersfield, CA				632.00
Bilingual Examination Fees for MCAP.						
<hr/>						

Transaction Count: 17

Total: 3,942.72

Employee Signature

Date

Authorized Approver Signature

Date

**COMMUNITY ACTION PARTNERSHIP OF KERN
CENTRAL KITCHEN - BUDGET TO ACTUAL
FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023 (12 OF 12 MONTHS OR 100.0%)**

Line Item	2022/23 Budget	3/1/22 - 2/28/23 Actual	% Expended	Available Budget
USDA Revenue (Note A)	2,183,659	1,052,810	48.2%	1,130,849
Head Start Subsidy	<u>377,301</u>	<u>1,268,446</u>	<u>336.2%</u>	<u>(891,145)</u>
Total Revenue	<u>2,560,960</u>	<u>2,321,257</u>	<u>90.6%</u>	<u>239,704</u>
Expenditures (Note B)				
Salaries	724,671	748,894	103.3%	(24,223)
Benefits	200,399	222,352	111.0%	(21,953)
Vehicle Gasoline, Repair/Maintenance	27,000	49,451	183.2%	(22,451)
Space Costs	121,700	102,858	84.5%	18,842
Supplies - Office & Food Service	92,500	134,955	145.9%	(42,455)
Equipment Purchase	-	90,382	Not budgeted	(90,382)
Consultant Services	-	8,112	Not budgeted	(8,112)
Equipment Repair/Maintenance & Lease	35,300	52,260	148.0%	(16,960)
Communication	14,000	17,832	127.4%	(3,832)
Risk Insurance	12,700	14,361	113.1%	(1,661)
Printing	1,000	376	37.6%	624
Hiring & Employee Costs	100	376	376.1%	(276)
First Aid	500	25	5.0%	475
Raw Food/Vended Meals	<u>1,015,580</u>	<u>925,574</u>	<u>91.1%</u>	<u>90,006</u>
Sub Total	2,245,450	2,367,807	105.4%	(122,357)
Adult Meals Prepared	128,794	(137,104)	-106.5%	265,898
Indirect	<u>186,716</u>	<u>90,553</u>	<u>48.5%</u>	<u>96,163</u>
Total Expenditures	<u>2,560,960</u>	<u>2,321,257</u>	<u>90.6%</u>	<u>239,704</u>

	Prior Period	FEBRUARY 2023	Cumulative
Total Meals Prepared and Vended (Note C)	674,615	57,763	732,378
Total Meals Claimed	<u>379,182</u>	<u>36,855</u>	<u>416,037</u>
Difference	295,433	20,908	316,341

Percentage Claimed to Prepared/Vended	63.8%	56.8%
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Note A: Source of USDA revenue is monthly report submitted to California Department of Education by Head Start/State Child Development Program Division. Revenue is reimbursement for meals claimed.

Note B: Expenditures are for meals prepared, including vended meals.

Note C: Total number of meals delivered to the centers and homebase excluding adult prepared and adult meals vended. The total represents the number of meals available to be served to center and homebase children.

**COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION CONTRACT - MIGRANT ALTERNATIVE PAYMENT
FOR THE PERIOD 7/1/22 - 6/30/23 (8 OF 12 MONTHS = 66.7%)**

Contract CMAP-1000	July 2022	Aug 2022	Sept 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	June 2023	Total	%	% Earned to MRA
Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,657,255	\$ 1,581,140	\$ -	\$ -	\$ -	\$ -	\$ 10,553,824		
Add: Family Fees	-	-	-	-	-	-	-	-	-	-	-	-	\$ -		
Net Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,657,255	\$ 1,581,140	\$ -	\$ -	\$ -	\$ -	\$ 10,553,824	81.16%	
Maximum Reimbursable Amount (MRA) for Provider Payments													24,298,964		43.43%
Administration & Support Services Revenue															
Provider Payments	\$ 613,374	\$ 813,746	\$ 954,574	\$ 1,241,372	\$ 1,990,336	\$ 1,702,027	\$ 1,657,255	\$ 1,581,140	\$ -	\$ -	\$ -	\$ -	\$ 10,553,824		
Reimbursement Rate	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	x 26.5823%	
Revenue Earned	\$ 163,049	\$ 216,312	\$ 253,748	\$ 329,985	\$ 529,077	\$ 452,438	\$ 440,536	\$ 420,303	\$ -	\$ -	\$ -	\$ -	\$ 2,805,449		
Program Administration/Support Services Costs	101,870	115,425	139,282	139,997	144,668	246,553	168,028	285,387	-	-	-	-	1,341,210	10.31%	
Indirect (10% x MTDC) Costs	70,328	91,774	108,017	136,944	212,318	193,576	181,286	114,814	-	-	-	-	1,109,056	8.53%	
Transfer Indirect to CSBG	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Operating Costs	\$ 172,199	\$ 207,199	\$ 247,298	\$ 276,941	\$ 356,986	\$ 440,128	\$ 349,314	\$ 400,201	\$ -	\$ -	\$ -	\$ -	2,450,266	18.84%	
Revenue Earned Over/(Under) Costs	\$ (9,150)	\$ 9,113	\$ 6,450	\$ 53,044	\$ 172,091	\$ 12,310	\$ 91,222	\$ 20,102	\$ -	\$ -	\$ -	\$ -	355,183		
TOTAL COSTS - NET OF FAMILY FEES	\$ 785,573	\$ 1,020,945	\$ 1,201,872	\$ 1,518,313	\$ 2,347,322	\$ 2,142,155	\$ 2,006,569	\$ 1,981,341	\$ -	\$ -	\$ -	\$ -	13,004,090	100.00%	

Note 1: Administration and Support Services revenue is earned based on the amount of provider payments incurred. Example:

Provider payments	10,553,824
Reimbursement Rate (19% / 81%)	x 26.5823%
Revenue Earned	<u>2,805,449</u>

Note 2: The maximum reimbursable amount per the 2022/23 State contract is as follows:

Provider Payments	24,298,964	82.50%
Administration	4,417,994	15.00%
Support Services	<u>736,332</u>	<u>2.50%</u>
Maximum Reimbursable Amount (MRA)	<u>29,453,290</u>	<u>100.00%</u>

Note 3: Increase to contract was received December 2022 in the amount of \$2,031,428.

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE
FOR THE PERIOD 7/1/22 - 6/30/23 (8 OF 12 MONTHS = 66.7%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
GENERAL CHILD CARE (CCTR-2058)														
Adjusted Days of Enrollment - Certified	3,439	4,970	4,923	5,761	5,374	5,384	5,468	5,498	-	-	-	-	40,816	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 177,255	\$ 256,191	\$ 253,771	\$ 296,976	\$ 277,019	\$ 266,711	\$ 270,902	\$ 272,391	\$ -	\$ -	\$ -	\$ -	\$ 2,071,218	56.31%
Maximum Reimbursable Amount (MRA)													\$3,678,194	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	99.61%	98.89%	98.84%	98.84%	98.27%	97.74%	97.83%	98.61%						97.82%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%
CALIFORNIA STATE PRESCHOOL (CSPP-2120)														
Adjusted Days of Enrollment - Certified	3,296	6,416	8,191	9,575	8,903	8,030	9,456	9,063					62,930	
Reimbursement Rate per Child per Day	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27	X \$55.27
Revenue Earned	\$ 182,181	\$ 354,638	\$ 452,716	\$ 529,198	\$ 492,046	\$ 443,829	\$ 522,656	\$ 500,892	\$ -	\$ -	\$ -	\$ -	\$ 3,478,155	48.62%
Maximum Reimbursable Amount (MRA)													\$7,153,992	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	98.41%	98.26%	98.67%	97.89%	96.47%	97.39%	96.11%	96.93%						96.77%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%
MIGRANT CHILD CARE (CMIG-2004)														
Adjusted Days of Enrollment - Certified	94	123	130	158	136	133	149	146					1,070	
Reimbursement Rate per Child per Day	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55	X \$51.55
Revenue Earned	\$ 4,865	\$ 6,338	\$ 6,703	\$ 8,169	\$ 7,002	\$ 6,881	\$ 7,703	\$ 7,512	\$ -	\$ -	\$ -	\$ -	\$ 55,173	18.81%
Maximum Reimbursable Amount (MRA)													\$293,327	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	96.83%	98.39%	96.24%	98.41%						98.67%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 State contracts.

Note 3: CSPP Contract was amended from \$4,544,694 to \$7,153,992

COMMUNITY ACTION PARTNERSHIP OF KERN
STATE DEPARTMENT OF EDUCATION 2022/23 CONTRACTS - EARNED REVENUE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION
FOR THE PERIOD 7/1/22 - 6/30/23 (8 OF 12 MONTHS = 66.7%)

	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	TOTAL	% Earned to MRA
<u>GENERAL CHILD CARE (CCTR-1242)</u>														
Adjusted Days of Enrollment - Certified	687	919	860	995	918	1,188	1,366	1,453					8,385	
Reimbursement Rate per Child per Day	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	X \$46.03	
Revenue Earned	\$ 31,629	\$ 42,283	\$ 39,571	\$ 45,804	\$ 42,254	\$ 54,680	\$ 62,899	\$ 66,865	\$ -	\$ -	\$ -	\$ -	\$ 385,983	24.56%
Maximum Reimbursable Amount (MRA)													\$1,571,900	
<u>Flex Factor</u>														
Attendance Percentage (Attendance/Enrollment)	100.00%	100.00%	100.00%	100.00%	97.54%	99.05%	96.92%	98.06%						98.55%
Five Percent Flexibility, Maximum = 100 Percent	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%						100.00%

Note 1: Source of adjusted days of enrollment for certified children is the monthly attendance report prepared by the Fiscal Dept. of the Head Start/State Child Development Division.

Note 2: Source of reimbursement rate per child per day and maximum reimbursable amount is per the 2022/23 Cooperative Agreement with the San Joaquin County Office of Education

Division/CFO: Tracy Webster, CFO
 Program/Work Unit: Not Applicable

Month/Year: February-2023
 Director of Finance: Gabrielle Alexander

Services: Overall financial and accounting functions of the organization

Activities	February-2023		Year to Date 03/1/22 - 01/31/23	
	Description	Number	Amount	Amount
Bank Deposits		11	2,468,893	29,503,089
Wire Deposits		10	3,639,725	31,389,987
Head Start/IRS Drawdowns		5	4,311,555	40,358,541
Vendor Checks Issued		1123	3,971,880	61,290,772
Payroll Disbursed				32,880,275
Grant Reports Prepared		33		430
ASTHO Vaccine Equity				
CalFresh Outreach				
CalFresh Healthy Living				
CALEITC				
CAL Food				
City of Bakersfield Homeless Housing & Prevention				
City of Bakersfield CDBG Food Bank Expansion				
Commodity Supplemental Food Prog				
County of Kern CDBG Food Bank Expansion				
CMAP Fiscal Report & Caseload				
CSBG Discretionary				
CSBG 2022				
Differential Response				
EFAP				
ESG CARES Act Homeless				
Food Bank Farmers Market				
First 5 Kern – Help Me Grow				
Head Start Expansion SF-425				
Head Start San Joaquin SF-425				
Homeless LBNC				
Homeless Safe Camping				
Home Visit Program				
Homeless Housing Assistance & Prevention				
HUD				
LIHEAP 2021				
LIHEAP 2022				
LIHEAP ARPA				
Postive Youth				
Postive Youth Medi-Cal				
San Joaquin COE General Child Care				
VITA				
UW STANISLAUS CES				
WIC				
Business Services				
Activity	Requested	In-Progress	Processed	Processed YTD
Purchase Orders	409	0	409	3454
Contracts	45	5	40	311
Leases	21	14	7	24
Requests for Proposals	3	0	2	29
Business Services Projects				
Description			% Completed	Comments
Energy Subcontractor			100	Completed
Design Build Sports Field Lighting FHCC			90	Awarded -Waiting for funding

Total Division Staffing

29 positions + 1 Vacancies

- | | | |
|-----------------------------------|---------------------------------|-------------------------------|
| CFO | Accounting Technician (5) | Procurement Manager |
| Director of Finance | Accounting Specialist (2) | Business Contracts Specialist |
| Finance Administrator | AP Supervisor (1) | Business Technician (2) |
| Payroll/HRIS Manager | Fiscal Technician (2) | |
| Accounting Administrator | Payroll Specialists (3) | |
| Accounting Administrator - Energy | Payroll Supervisor (1) | |
| Accountant (2) | Administrative Assistant to CFO | |
| Accountant II (2) | | |

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2022

ASSETS

Cash in Bank	7,377,795
Cash - Vacation Reserve	986,470
Petty Cash	-
Accounts Receivable	12,434,357
Travel Advance	6,231
Prepaid Expense	542,407
Inventory	1,045,253
Net Fixed Assets - Unrestricted	1,017,341
Net Fixed Assets - Restricted	<u>17,003,012</u>

Total Assets 40,412,866

LIABILITES AND NET ASSETS

Accounts Payable	6,079,346
Accrued Expenses	3,351,345
Accrued Vacation	1,667,283
Line of Credit	-
Note Payable	1,083,367
Advance Payable	2,168,574
Deferred Revenue	<u>4,330,162</u>

Total Liabilites 18,680,076

Total Net Assets 21,732,790

Total Liabilities and Net Assets 40,412,866

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2021 TO FEBRUARY 28, 2022

REVENUE

Grant Revenue	87,203,662
Donations	30,640,997
Other Revenue	915,618
In-Kind	<u>206,161</u>

Total Revenue 118,966,438

EXPENDITURES

Salaries	33,857,168
Benefits	9,214,698
Travel	394,937
Space Costs	7,091,036
Supplies	3,164,960
Consultant/Contract Services	2,978,688
Other Costs	2,917,985
Program Costs	44,753,361
Capital Expenditures	(0)
Indirect	6,862,436
In-Kind	<u>206,161</u>

Total Expenditures 111,441,431

Net Change in Assets 7,525,007

Net Assets, beginning 14,207,782

Net Assets, ending 21,732,790

Community Action of Partnership of Kern Agency Total

STATEMENT OF POSITION (UNAUDITED) AS OF FEBRUARY 28, 2023

ASSETS

Cash in Bank	12,442,295
Cash - Vacation Reserve	1,050,077
Petty Cash	-
Accounts Receivable	5,503,729
Travel Advance	200
Prepaid Expense	875,945
Inventory	1,056,150
Net Fixed Assets - Unrestricted	698,703
Net Fixed Assets - Restricted	<u>16,692,347</u>

Total Assets 38,319,445

LIABILITES AND NET ASSETS

Accounts Payable	5,854,717
Accrued Expenses	1,976,439
Accrued Vacation	1,743,490
Line of Credit	-
Note Payable	704,130
Advance Payable	5,318,561
Deferred Revenue	<u>-</u>

Total Liabilites 15,597,338

Total Net Assets 22,722,107

Total Liabilities and Net Assets 38,319,445

STATEMENT OF OPERATIONS (UNAUDITED) FOR THE PERIOD MARCH 1, 2022 TO FEBRUARY 28, 2023

REVENUE

Grant Revenue	103,408,702
Donations	451,346
Other Revenue	8,624,556
In-Kind	<u>10,508,433</u>

Total Revenue 122,993,038

EXPENDITURES

Salaries	40,300,334
Benefits	10,954,123
Travel	766,750
Space Costs	18,616,949
Supplies	3,093,075
Consultant/Contract Services	5,543,124
Other Costs	4,518,830
Program Costs	18,734,954
Capital Expenditures	1,020,058
Indirect	7,947,089
In-Kind	<u>10,508,433</u>

Total Expenditures 122,003,720

Net Change in Assets 989,318

Net Assets, beginning 21,732,790

Net Assets, ending 22,722,107

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	AGENCY TOTAL			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	38,578,242	36,386,847	2,191,395	94%
BENEFITS	11,160,531	10,044,507	1,116,024	90%
TRAVEL	721,930	696,388	25,542	96%
SPACE COST	23,506,027	17,243,019	6,263,008	73%
SUPPLIES	3,253,861	2,875,771	378,090	88%
EQUIPMENT	831,379	2,116,622	(1,285,243)	255%
CONSULTANT/CONTRACT SERVICES	3,798,580	4,162,612	(364,032)	110%
OTHER COSTS	3,449,253	3,806,728	(357,475)	110%
PROGRAM COSTS	11,277,182	18,090,710	(6,813,528)	160%
INDIRECT	7,597,038	8,068,657	(471,619)	106%
TOTAL	104,174,023	103,491,860	682,163	99%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	EDUCATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	27,451,264	26,767,362	683,902	98%
BENEFITS	8,315,926	7,643,924	672,002	92%
TRAVEL	492,583	419,620	72,963	85%
SPACE COST	6,603,218	7,768,298	(1,165,080)	118%
SUPPLIES	2,644,635	2,064,466	580,169	78%
EQUIPMENT	100,000	820,697	(720,697)	821%
CONSULTANT/CONTRACT SERVICES	1,369,385	1,088,270	281,115	79%
OTHER COSTS	1,130,700	1,546,727	(416,027)	137%
PROGRAM COSTS	7,769,839	15,336,852	(7,567,013)	197%
INDIRECT	5,263,450	5,895,262	(631,812)	112%
TOTAL	61,141,000	69,351,478	(8,210,478)	113%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	NUTRITION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	4,210,991	3,666,046	544,945	87%
BENEFITS	1,260,035	953,499	306,536	76%
TRAVEL	91,246	116,628	(25,382)	128%
SPACE COST	15,209,213	7,779,751	7,429,462	51%
SUPPLIES	211,553	304,042	(92,489)	144%
EQUIPMENT	724,960	1,032,920	(307,960)	142%
CONSULTANT/CONTRACT SERVICES	563,961	466,582	97,379	83%
OTHER COSTS	378,585	560,200	(181,615)	148%
PROGRAM COSTS	1,436,167	1,992,909	(556,742)	139%
INDIRECT	765,412	720,917	44,495	94%
TOTAL	24,852,123	17,593,494	7,258,629	71%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	ENERGY CONSERVATION			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,971,121	1,922,191	1,048,930	65%
BENEFITS	553,144	464,316	88,828	84%
TRAVEL	65,110	50,477	14,633	78%
SPACE COST	299,407	235,402	64,005	79%
SUPPLIES	110,076	122,482	(12,406)	111%
EQUIPMENT	6,419	97,668	(91,249)	1522%
CONSULTANT/CONTRACT SERVICES	1,056,518	1,783,999	(727,481)	169%
OTHER COSTS	1,341,076	1,100,982	240,094	82%
PROGRAM COSTS	868,172	226,458	641,714	26%
INDIRECT	755,931	579,812	176,119	77%
TOTAL	8,026,974	6,583,787	1,443,187	82%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	COMMUNITY SERVICES			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	2,830,412	2,878,007	(47,595)	102%
BENEFITS	737,565	709,196	28,369	96%
TRAVEL	27,313	46,689	(19,376)	171%
SPACE COST	1,206,276	1,199,055	7,221	99%
SUPPLIES	220,349	351,635	(131,286)	160%
EQUIPMENT	-	165,337	(165,337)	Not budgeted
CONSULTANT/CONTRACT SERVICES	767,936	731,577	36,359	95%
OTHER COSTS	491,102	530,386	(39,284)	108%
PROGRAM COSTS	1,105,101	482,789	622,312	44%
INDIRECT	613,244	680,059	(66,815)	111%
TOTAL	7,999,298	7,774,728	224,570	97%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	CSBG			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	990,854	1,019,908	(29,054)	103%
BENEFITS	267,905	252,813	15,092	94%
TRAVEL	23,578	55,559	(31,981)	236%
SPACE COST	182,213	258,186	(75,973)	142%
SUPPLIES	52,498	26,842	25,656	51%
EQUIPMENT	-	-	-	Not budgeted
CONSULTANT/CONTRACT SERVICES	5,780	9,324	(3,544)	161%
OTHER COSTS	51,480	45,273	6,207	88%
PROGRAM COSTS	97,903	51,703	46,200	53%
INDIRECT	170,659	166,064	4,595	97%
TOTAL	1,842,870	1,885,673	(42,803)	102%

COMMUNITY ACTION PARTNERSHIP OF KERN
 BUDGET TO ACTUAL
 FOR THE PERIOD 03-01-22 TO 02-28-23 (100.0%)

	DISCRETIONARY & FUND RAISING			
	ANNUAL BUDGET	EXPENDITURES	BUDGET AVAILABLE	PERCENTAGE EXPENDED
EXPENDITURES				
SALARIES	123,600	133,333	(9,733)	108%
BENEFITS	25,956	20,759	5,197	80%
TRAVEL	22,100	7,414	14,686	34%
SPACE COST	5,700	2,327	3,373	41%
SUPPLIES	14,750	6,304	8,446	43%
EQUIPMENT	-	-	-	0%
CONSULTANT/CONTRACT SERVICES	35,000	82,860	(47,860)	237%
OTHER COSTS	56,310	23,161	33,149	41%
PROGRAM COSTS	-	-	-	0%
INDIRECT	28,342	26,543	1,799	94%
TOTAL	311,758	302,700	9,058	97%

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)

	Budget	Actual	% Earned/ Expended	Available Balance
Revenue	\$ 7,597,038	\$ 8,068,657	106.2%	\$ (471,619)
Expenditures				
Salaries	4,122,037	3,869,184	93.9%	252,853
Benefits @ 23.6% actual	<u>927,258</u>	<u>906,191</u>	<u>97.7%</u>	<u>21,067</u>
Total Personnel Costs	5,049,295	4,775,374	94.6%	273,921
Operating Costs				
Travel	67,900	70,362	103.6%	(2,462)
Space Costs	215,700	236,247	109.5%	(20,547)
Supplies	252,500	217,475	86.1%	35,025
Consultant/Contract	1,288,000	1,380,513	107.2%	(92,513)
Other Operating Costs	<u>474,125</u>	<u>707,321</u>	<u>149.2%</u>	<u>(233,196)</u>
Total Operating Costs	2,298,225	2,611,917	113.6%	(313,692)
Total Expenditures	<u>\$ 7,347,520</u>	<u>\$ 7,387,292</u>	<u>100.5%</u>	<u>\$ (39,772)</u>
Excess (Deficit) Indirect Revenue	<u>\$ 249,518</u>	<u>\$ 681,365</u>		

RECAP BY SUPPORT DIVISION	Budget	Actual	% Expended	Available Balance
HR	\$ 1,288,307	\$ 1,378,476	107.0%	\$ (90,169)
Operations	2,272,694	2,479,207	109.1%	(206,513)
Executive	1,337,079	1,260,105	94.2%	76,974
Program Administration	130,000	114,463	88.0%	15,537
Finance	<u>2,319,440</u>	<u>2,155,040</u>	<u>92.9%</u>	<u>164,400</u>
	<u>\$ 7,347,520</u>	<u>\$ 7,387,292</u>	<u>100.5%</u>	<u>\$ (39,772)</u>

Prepared Date: 03/30/23

COMMUNITY ACTION PARTNERSHIP OF KERN
INDIRECT FUND - FY 2022/23
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)

	HR	Operations	Executive	Program Admin	Finance	Youth and Comm	TOTAL
	999-900	999-901	999-902	999-903	999-904	999-905	
Salaries	\$ 816,475.10	\$ 1,005,646.37	\$ 745,596.43	\$ 81,186.46	\$ 1,220,279.16	\$ -	\$ 3,869,183.52
Benefits	182,719.10	252,323.73	196,341.04	18,764.75	256,042.33	-	906,190.95
Total Personnel Costs	999,194.20	1,257,970.10	941,937.47	99,951.21	1,476,321.49	-	4,775,374.47
Operating Costs							
<u>Travel</u>							
Local Travel - Staff	98.76	3,062.68	139.80	946.19	200.72	-	4,448.15
Local Travel - Board	-	-	603.10	-	-	-	603.10
Out of Town Travel	-	11,959.18	17,543.65	6,841.10	3,737.21	-	40,081.14
Out of Town Travel -Board	-	-	10,655.58	-	-	-	10,655.58
Per Diem	-	2,023.35	2,606.25	1,064.25	-	-	5,693.85
Per Diem - Board	-	-	1,269.50	-	-	-	1,269.50
Vehicle Gasoline	-	5,383.88	2,226.57	-	-	-	7,610.45
Vehicle Rental	-	-	-	-	-	-	-
	98.76	22,429.09	35,044.45	8,851.54	3,937.93	-	70,361.77
<u>Space Costs</u>							
Rent	-	53,409.08	-	-	5,435.06	-	58,844.14
Depreciation	-	31,677.12	-	-	-	-	31,677.12
Repair/Maintenance	-	69,363.38	-	-	-	-	69,363.38
Security	-	18,679.38	-	-	-	-	18,679.38
Utilities	-	57,228.14	-	-	-	-	57,228.14
Property Taxes	-	455.27	-	-	-	-	455.27
	-	230,812.37	-	-	5,435.06	-	236,247.43
<u>Supplies</u>							
Supplies	13,112.42	32,203.08	8,781.96	9.26	15,718.62	-	69,825.34
Computer Supplies	12,459.85	32,256.26	4,008.35	120.01	33,061.27	-	81,905.74
Computer Software	58,179.24	1,844.67	2,434.84	88.30	3,196.89	-	65,743.94
Equipment Purchase	-	-	-	-	-	-	-
	83,751.51	66,304.01	15,225.15	217.57	51,976.78	-	217,475.02
<u>Consultant/Contract</u>							
Legal Fees	229,891.73	-	7,732.40	-	-	-	237,624.13
Audit Fees	-	-	-	-	92,000.00	-	92,000.00
Payroll Service Fees	-	-	-	-	244,504.66	-	244,504.66
Consultant Services	11,625.00	271,312.58	127,156.96	-	152,161.71	-	562,256.25
Software Support	-	99,913.60	13,724.22	120.00	58,828.61	-	172,586.43
Subcontract Labor	17,376.67	15,787.90	-	-	38,376.56	-	71,541.13
	258,893.40	387,014.08	148,613.58	120.00	585,871.54	-	1,380,512.60
<u>Other Operating Costs</u>							
Communication	845.38	48,193.87	8,636.01	1,416.36	1,221.39	-	60,313.01
Postage	5,625.86	172.22	11,021.90	-	78.00	-	16,897.98
Printing	5,784.82	378.87	7,238.78	-	-	-	13,402.47
Risk Insurance	-	429,106.54	354.45	-	-	-	429,460.99
Hiring Costs	1,942.13	391.58	169.75	95.00	741.50	-	3,339.96
Employee Costs	18,034.71	-	352.74	525.00	352.71	-	19,265.16
First Aid	-	25.00	-	-	-	-	25.00
Board Costs	-	-	3,482.74	-	-	-	3,482.74
Tuition/Registration	-	11,102.09	21,042.18	3,264.00	8,215.26	-	43,623.53
Tuition - Board	-	-	3,936.00	-	-	-	3,936.00
Equipment Rent/Lease	2,207.49	12,332.69	6,199.20	-	4,848.91	-	25,588.29
Equip Repair/Maint	747.79	(210.30)	-	-	-	-	537.49
Vehicle Repair/Maint	-	3,872.96	98.89	-	-	-	3,971.85
Procurement Advertising	-	-	-	-	-	-	-
Outreach	-	-	38,503.29	-	-	-	38,503.29
Training Expenses	105.29	3,188.66	6,850.00	-	238.00	-	10,381.95
Meeting Expenses	1,191.87	432.13	2,938.00	22.12	531.42	-	5,115.54
Membership Dues	(73.25)	-	6,821.86	-	-	-	6,748.61
Bank Charges	-	-	-	-	8,764.38	-	8,764.38
Licensing/Misc Fees	126.03	5,691.16	1,639.00	-	6,506.08	-	13,962.27
	36,538.12	514,677.47	119,284.79	5,322.48	31,497.65	-	707,320.51
TOTAL	\$ 1,378,475.99	\$ 2,479,207.12	\$ 1,260,105.44	\$ 114,462.80	\$ 2,155,040.45	\$ -	\$ 7,387,291.80
Prepared Date: 03/30/23	-	-	-	-	-	-	7,387,291.80

COMMUNITY ACTION PARTNERSHIP OF KERN					
INDIRECT FUND - FY 2022/23					
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)					
			Actual Costs	Available	%
		Budget	3/1/22 - 02/28/23	Budget	Expended
HR (999-900)					
Salaries	\$	901,071.00	\$ 816,475.10	\$ 84,595.90	90.6%
Benefits (24.0% Budget Rate)		198,236.00	182,719.10	15,516.90	92.2%
			22.4%		
Total Personnel Costs		1,099,307.00	999,194.20	100,112.80	90.9%
Operating Costs					
Travel					
Local Travel - Staff		1,000.00	98.76	901.24	9.9%
Out of Town Travel		5,000.00	-	5,000.00	0.0%
Per Diem		3,000.00	-	3,000.00	0.0%
Vehicle Gasoline		-	-	0.00	0.0%
		9,000.00	98.76	8,901.24	1.1%
Space Costs					
Repair/Maintenance		-	-	-	0.0%
		-	-	-	Not Budgeted
Supplies					
Supplies		15,000.00	13,112.42	1,887.58	87.4%
Computer Supplies		3,000.00	12,459.85	(9,459.85)	415.3%
Computer Software		40,000.00	58,179.24	(18,179.24)	0.0%
		58,000.00	83,751.51	(25,751.51)	144.4%
Consultant/Contract					
Legal Fees		100,000.00	229,891.73	(129,891.73)	229.9%
Consultant Services		1,000.00	11,625.00	(10,625.00)	1162.5%
Subcontract Labor		2,500.00	17,376.67	(14,876.67)	695.1%
		103,500.00	258,893.40	(155,393.40)	250.1%
Other Operating Costs					
Communication		2,500.00	845.38	1,654.62	33.8%
Postage		500.00	5,625.86	(5,125.86)	1125.2%
Printing		1,500.00	5,784.82	(4,284.82)	385.7%
Hiring Costs		500.00	1,942.13	(1,442.13)	388.4%
Employee Costs		2,500.00	18,034.71	(15,534.71)	721.4%
First Aid		500.00	-	500.00	0.0%
Tuition/Registration		1,000.00	-	1,000.00	0.0%
Equipment Rent/Lease		2,000.00	2,207.49	(207.49)	110.4%
Equip Repair/Maint		500.00	747.79	(247.79)	149.6%
Training Expenses		2,500.00	105.29	2,394.71	4.2%
Meeting Expenses		1,000.00	1,191.87	(191.87)	119.2%
Membership Dues		1,500.00	(73.25)	1,573.25	-4.9%
Licensing/Misc Fees		2,000.00	126.03	1,873.97	6.3%
		18,500.00	36,538.12	(18,038.12)	197.5%
TOTAL	\$	1,288,307.00	\$ 1,378,475.99	\$ (90,168.99)	107.0%

Prepared Date: 03/30/23

COMMUNITY ACTION PARTNERSHIP OF KERN				
INDIRECT FUND - FY 2022/23				
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)				
		Actual Costs	Available	%
	Budget	3/1/22 - 02/28/23	Budget	Expended
Operations (999-901)				
Salaries	\$ 1,156,364.00	\$ 1,005,646.37	\$ 150,717.63	87.0%
Benefits (27.9% Budget Rate)	300,655.00	252,323.73	48,331.27	83.9%
		25.1%		
Total Personnel Costs	1,457,019.00	1,257,970.10	199,048.90	86.3%
Operating Costs				
<u>Travel</u>				
Local Travel - Staff	6,000.00	3,062.68	2,937.32	51.0%
Out of Town Travel	10,000.00	11,959.18	(1,959.18)	119.6%
Per Diem	1,500.00	2,023.35	(523.35)	134.9%
Vehicle Gasoline	6,000.00	5,383.88	616.12	89.7%
	23,500.00	22,429.09	1,070.91	95.4%
<u>Space Costs</u>				
Rent	65,600.00	53,409.08	12,190.92	81.4%
Depreciation	31,500.00	31,677.12	(177.12)	100.6%
Repair/Maintenance	55,000.00	69,363.38	(14,363.38)	126.1%
Security	15,000.00	18,679.38	(3,679.38)	124.5%
Utilities	45,000.00	57,228.14	(12,228.14)	127.2%
Property Taxes	500.00	455.27	44.73	91.1%
	212,600.00	230,812.37	(18,212.37)	108.6%
<u>Supplies</u>				
Supplies	30,000.00	32,203.08	(2,203.08)	107.3%
Computer Supplies	22,000.00	32,256.26	(10,256.26)	146.6%
Computer Software	10,000.00	1,844.67	8,155.33	18.4%
	62,000.00	66,304.01	(4,304.01)	106.9%
<u>Equipment</u>				
Equipment	-	-	0.00	Not budgeted
	-	-	0.00	Not budgeted
<u>Consultant/Contract</u>				
Legal Fees	9,500.00	-	9,500.00	0.0%
Consultant Services	100,000.00	271,312.58	(171,312.58)	271.3%
Software Support	100,000.00	99,913.60	86.40	99.9%
Subcontract Labor	10,000.00	15,787.90	(5,787.90)	157.9%
	219,500.00	387,014.08	(167,514.08)	176.3%
<u>Other Operating Costs</u>				
Communication	42,000.00	48,193.87	(6,193.87)	114.7%
Postage	150.00	172.22	(22.22)	114.8%
Printing	75.00	378.87	(303.87)	0.0%
Risk Insurance	220,000.00	429,106.54	(209,106.54)	195.0%
Hiring Costs	200.00	391.58	(191.58)	195.8%
First Aid	150.00	25.00	125.00	16.7%
Tuition/Registration	-	11,102.09	(11,102.09)	Not budgeted
Equipment Rent/Lease	8,500.00	12,332.69	(3,832.69)	145.1%
Equip Repair/Maint	4,000.00	(210.30)	4,210.30	-5.3%
Vehicle Repair/Maint	4,500.00	3,872.96	627.04	86.1%
Procurement Advertising	1,500.00		1,500.00	0.0%
Training Expenses	10,000.00	3,188.66	6,811.34	31.9%
Meeting Expenses	-	432.13	(432.13)	0.0%
Licensing/Misc Fees	7,000.00	5,691.16	1,308.84	81.3%
	298,075.00	514,677.47	(216,602.47)	172.7%
TOTAL	\$ 2,272,694.00	\$ 2,479,207.12	\$ (206,513.12)	109.1%
Prepared Date: 03/30/23				

COMMUNITY ACTION PARTNERSHIP OF KERN				
INDIRECT FUND - FY 2022/23				
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)				
		Actual Costs	Available	%
<u>Executive (900-902)</u>	<u>Budget</u>	<u>3/1/22 - 02/28/23</u>	<u>Budget</u>	<u>Expended</u>
Salaries	\$ 764,652.00	\$ 745,596.43	\$ 19,055.57	97.5%
Benefits (21% Budget Rate)	160,577.00	196,341.04	(35,764.04)	122.3%
		26.3%		
Total Personnel Costs	925,229.00	941,937.47	(16,708.47)	101.8%
<u>Operating Costs</u>				
<u>Travel</u>				
Local Travel - Staff	2,500.00	139.80	2,360.20	5.6%
Local Travel - Board	2,000.00	603.10	1,396.90	30.2%
Out of Town Travel	7,500.00	17,543.65	(10,043.65)	233.9%
Out of Town Travel - Board	5,500.00	10,655.58	(5,155.58)	193.7%
Per Diem	2,200.00	2,606.25	(406.25)	118.5%
Per Diem - Board	2,200.00	1,269.50	930.50	57.7%
Vehicle Gas	1,500.00	2,226.57	(726.57)	148.4%
Vehicle Rental	800.00	-	800.00	0.0%
	24,200.00	35,044.45	(10,844.45)	144.8%
<u>Supplies</u>				
Supplies	15,000.00	8,781.96	6,218.04	58.5%
Computer Supplies	7,000.00	4,008.35	2,991.65	57.3%
Computer Software	9,500.00	2,434.84	7,065.16	25.6%
	31,500.00	15,225.15	16,274.85	48.3%
<u>Equipment</u>				
Equipment	-	-	0.00	0.0%
	-	-	0.00	
<u>Consultant/Contract</u>				
Legal Fees	10,000.00	7,732.40	2,267.60	0.0%
Consultant Services	225,000.00	127,156.96	97,843.04	56.5%
Software Support	6,500.00	13,724.22	(7,224.22)	211.1%
Subcontract Labor	-	-	0.00	0.0%
	241,500.00	148,613.58	92,886.42	61.5%
<u>Other Operating Costs</u>				
Communication	8,000.00	8,636.01	(636.01)	108.0%
Postage	5,000.00	11,021.90	(6,021.90)	220.4%
Printing	17,000.00	7,238.78	9,761.22	0.0%
Risk Insurance	-	354.45	(354.45)	Not Budgeted
Hiring Costs	750.00	169.75	580.25	22.6%
Employee Costs	10,000.00	352.74	9,647.26	3.5%
Board Costs	8,500.00	3,482.74	5,017.26	41.0%
Tuition/Registration	7,500.00	21,042.18	(13,542.18)	280.6%
Tuition - Board	6,500.00	3,936.00	2,564.00	60.6%
Equipment Rent/Lease	3,500.00	6,199.20	(2,699.20)	177.1%
Equipment Repair/Maintenance	450.00	-	450.00	0.0%
Outreach	25,000.00	38,503.29	(13,503.29)	154.0%
Training Expenses	950.00	6,850.00	(5,900.00)	721.1%
Meeting Expenses	3,500.00	2,938.00	562.00	83.9%
Membership Dues	12,500.00	6,821.86	5,678.14	54.6%
Vehicle Repair/Maintenance	-	98.89	(98.89)	Not Budgeted
Licensing/Misc Fees	5,500.00	1,639.00	3,861.00	29.8%
	114,650.00	119,284.79	(4,634.79)	104.0%
TOTAL	\$ 1,337,079.00	\$ 1,260,105.44	\$ (15,912.86)	94.2%
Prepared Date: 03/30/23				

COMMUNITY ACTION PARTNERSHIP OF KERN

INDIRECT FUND - FY 2022/23

BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)

			Actual Costs	Available	%
<u>Program Administration (999-903)</u>			3/1/22 - 02/28/23	Budget	Expended
	Budget				
Salaries	\$ 97,500.00	\$ 81,186.46	\$ 16,313.54	83.3%	
Benefits (28.0% Budget Rate)	27,300.00	18,764.75	8,535.25	68.7%	
			23.1%		
Total Personnel Costs	124,800.00	99,951.21	24,848.79	80.1%	
Operating Costs					
<u>Travel</u>					
Local Travel - Staff	1,000.00	946.19	53.81	94.6%	
Out of Town Travel	1,200.00	6,841.10	(5,641.10)	570.1%	
Per Diem	1,000.00	1,064.25	(64.25)	106.4%	
Vehicle Rental	-	-	0.00	0.0%	
	3,200.00	8,851.54	(5,651.54)	276.6%	
<u>Supplies</u>					
Supplies	1,000.00	9.26	990.74	0.9%	
Computer Supplies	-	120.01	(120.01)	Not budgeted	
Computer Software	-	88.30	(88.30)	Not budgeted	
	1,000.00	217.57	782.43	21.8%	
<u>Consultant/Contract</u>					
Consultant Services	-	-	0.00	0.0%	
Software Support	-	120.00	(120.00)	Not budgeted	
	-	120.00	(120.00)		
<u>Other Operating Costs</u>					
Communication	-	1,416.36	(1,416.36)	Not budgeted	
Postage	-	-	0.00	0.0%	
Printing	-	-	0.00	0.0%	
Hiring Costs	-	95.00	(95.00)	0.0%	
Employee Costs	-	525.00	(525.00)	Not budgeted	
Tuition/Registration	1,000.00	3,264.00	(2,264.00)	326.4%	
Equip Rent/Lease	-	-	0.00	0.0%	
Equip Repair/Maintenace	-	-	0.00	0.0%	
Outreach	-	-	0.00	0.0%	
Training Expenses	-	-	0.00	0.0%	
Meeting Expenses	-	22.12	(22.12)	0.0%	
Membership Dues	-	-	0.00	0.0%	
	1,000.00	5,322.48	(4,322.48)	532.2%	
TOTAL	\$ 130,000.00	\$ 114,462.80	\$ 15,537.20	88.0%	
Prepared Date: 03/30/23					

COMMUNITY ACTION PARTNERSHIP OF KERN				
INDIRECT FUND - FY 2022/23				
BUDGET TO ACTUAL - 03/01/22 TO 2/28/23 (12 OF 12 MONTHS = 100.0%)				
Finance (999-904)		Actual Costs	Available	%
	<u>Budget</u>	<u>3/1/22 - 02/28/23</u>	<u>Budget</u>	<u>Expended</u>
Salaries	\$ 1,202,450.00	1,220,279.16	\$ (17,829.16)	101.5%
Benefits (21% Budget Rate)	<u>240,490.00</u>	<u>256,042.33</u>	<u>(15,552.33)</u>	<u>106.5%</u>
		21.0%		
Total Personnel Costs	<u>1,442,940.00</u>	<u>1,476,321.49</u>	<u>(33,381.49)</u>	<u>102.3%</u>
Operating Costs				
<u>Travel</u>				
Local Travel	500.00	200.72	299.28	40.1%
Out of Town Travel	5,000.00	3,737.21	1,262.79	74.7%
Per Diem	2,500.00	-	2,500.00	0.0%
	<u>8,000.00</u>	<u>3,937.93</u>	<u>4,062.07</u>	<u>49.2%</u>
<u>Space Costs</u>				
Rent/Lease	3,000.00	5,435.06	(2,435.06)	181.2%
Repair/Maintenance	-	-	0.00	0.0%
	<u>3,000.00</u>	<u>5,435.06</u>	<u>(2,435.06)</u>	<u>181.2%</u>
<u>Supplies</u>				
Supplies	25,000.00	15,718.62	9,281.38	62.9%
Computer Supplies	15,000.00	33,061.27	(18,061.27)	220.4%
IT Communication Supplies	-	153.40	(153.40)	Not budgeted
Computer Software	-	3,043.49	(3,043.49)	0.0%
	<u>40,000.00</u>	<u>51,976.78</u>	<u>(11,976.78)</u>	<u>129.9%</u>
<u>Equipment</u>				
Equipment	-	-	0.00	0.0%
	-	-	0.00	0.0%
<u>Consultant/Contract</u>				
Audit Fees	90,000.00	92,000.00	(2,000.00)	102.2%
Payroll Service Fees	250,000.00	244,504.66	5,495.34	97.8%
Consultant/Contract	-	152,161.71	(152,161.71)	0.0%
Software Support	443,500.00	58,828.61	384,671.39	13.3%
Subcontract Labor	-	38,376.56	(38,376.56)	Not budgeted
	<u>783,500.00</u>	<u>585,871.54</u>	<u>236,005.02</u>	<u>74.8%</u>
<u>Other Operating Costs</u>				
Communication	1,000.00	1,221.39	(221.39)	122.1%
Postage	150.00	78.00	72.00	52.0%
Printing	1,500.00	-	1,500.00	0.0%
Hiring Costs	500.00	741.50	(241.50)	148.3%
Employee Costs	100.00	352.71	(252.71)	352.7%
Tuition/Registration	5,000.00	8,215.26	(3,215.26)	164.3%
Equipment Rent/Lease	2,500.00	4,848.91	(2,348.91)	194.0%
Equip Repair/Maint	1,000.00	-	1,000.00	0.0%
Training Expenses	6,000.00	238.00	5,762.00	4.0%
Meeting Expenses	500.00	531.42	(31.42)	106.3%
Bank Charges	18,500.00	8,764.38	9,735.62	47.4%
Licensing/Misc Fees	<u>5,250.00</u>	<u>6,506.08</u>	<u>(1,256.08)</u>	<u>123.9%</u>
	<u>42,000.00</u>	<u>31,497.65</u>	<u>10,502.35</u>	<u>75.0%</u>
TOTAL	\$ 2,319,440.00	\$ 2,155,040.45	\$ 202,776.11	92.9%
Prepared Date: 03/30/23				