



DATE	March 18, 2025
TIME	12:00 pm
LOCATION	CAPK Administrative Office Board Room 1300 18 th St., Suite 200 Bakersfield, CA 93301

Executive Committee Agenda

I. Call to Order

II. Roll Call

Maritza Jimenez (Chair)	Gina Martinez (Secretary)	Fred Plane
Denise Boshers (Vice Chair)	Michelle Jara-Rangel (Treasurer)	Curtis Floyd

III. Public Forum

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.

IV. New Business

- | | |
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| a. California Department of Housing and Community Development: Homekey + Program Funding Application: Joint Application with City of Bakersfield – Action Item (p. 2-54) | Emilio Wagner, Chief Facilities & Technology Officer |
| b. Architectural Services Contract Amendment with Skarphol/Frank Associates – Action Item (p. 55-79) | Emilio Wagner, Chief Facilities & Technology Officer |

V. Committee Member Comments

VI. Next Scheduled Meeting

Executive Committee
12:00 pm
July 16, 2025
CAPK Board Room
1300 18th St., Suite 200
Bakersfield, CA 93301

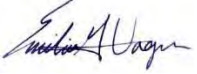
VII. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th St., Suite 200 Bakersfield, CA and online at www.capk.org by 12:00 pm, March 14, 2025. Paula Daoutis, Executive Assistant.



MEMORANDUM

To: Executive Committee

From: 
Emilio Wagner, Chief Facilities and Technology Officer

Date: March 18, 2025

Subject: *Agenda Item IV(a)*: California Department of Housing and Community Development: Homekey + Program Funding Application: Joint Application with the City of Bakersfield – **Action Item**

Project Overview

The City of Bakersfield is applying for the Homekey+ grant from the California Department of Housing and Community Development (HCD) in collaboration with Community Action Partnership of Kern, California Veterans Assistance Foundation, and Kern Behavioral Health and Recovery Services. The project involves the rehabilitation of a 37-unit motel located at 901 Union Avenue, Bakersfield, CA 93307 (formerly the Ramkibir Motel), with plans to convert it into Permanent Supportive Housing. The property is currently vacant, eliminating the need for relocation of tenants during renovations. The City purchased the property at auction using America Rescue Plan Act funds.

Funder and Timeline

The Homekey+ grant program, funded through Proposition 1 and administered by HCD, is aimed at expanding Permanent Supportive Housing for individuals experiencing homelessness and behavioral health challenges. Applications for the Homekey+ funding are due by May 30, 2025, with project completion requirements set for 12 months post-award.

Target Population and Housing Model

Our project will serve vulnerable subpopulations including individuals with chronic mental health conditions, formerly incarcerated individuals, veterans, and youth aging out of foster care. The housing model will include a mix of single units and two-bedroom units to accommodate diverse housing needs.

Roles and Responsibilities

City of Bakersfield

- Lead agency
- The City is considering to sell or transfer ownership of the improvements and land to CAPK after the completion of the project.

CAPK & CVAF

- Overseeing the pre-development and rehabilitation of the property.
- Provide wrap-around services and case management, including CVAF's focus on supportive services for veterans.

Kern Behavioral Health and Recovery Services

- Providing specialized behavioral health support services, including mental health and substance use treatment.
- Coordinating care and service delivery with CVAF and other partners to ensure long-term housing stability and recovery-focused interventions for residents.

Project Details

- The site currently has 37 available units, yet their sizes are not ideal for permanent housing and are expected to increase the size of each unit. Due to zoning requirements a minimum of 30 units must be made available. Of the 30 units 25% or 8 units will be identified as two bedrooms.
- The motel lobby and office building will be converted to accommodate two offices, a shared community kitchen and multipurpose room for larger resident events, common laundry room, security and storage rooms.
- Plans include outdoor recreation and living spaces with drought tolerant landscaping.

Match Requirement

- The Homekey+ NOFA does not require a match, but projects that secure matching funds receive higher scoring in the grading of the application, increasing the likelihood of funding. To strengthen our application, we are leveraging multiple sources for matching contributions, including the City's deed for the land, staff time from our operations department for construction oversight, and Proposition 1 funds from Kern County Behavioral Health and Recovery Services.

Pre-Development

The City has requested CAPK take the lead for predevelopment and construction. Since the funding has a 12-month duration from grant award to completion, it is imperative that the design work for such an extensive conversion begin as soon as possible. The City has agreed to award a predevelopment contract to CAPK in the amount of \$500,000 using Homeless Housing, Assistance, and Prevention Round 4 (HHAP 4) funding that they have available. If the City and CAPK are not awarded HomeKey+ funds, the City will have ownership rights of the predevelopment work product completed by CAPK. CAPK will not be liable to repay any of the funds identified in the predevelopment agreement. Additionally, these HHAP 4 funds will serve as matching contributions to strengthen the grant application, increasing the project's chances of approval.

With this protection CAPK is prepared to take on pre-development tasks associated with the Homekey+ project by utilizing an existing general open contract with Skarphol/Frank Associates (SFA), a local architectural firm. CAPK has successfully worked with SFA on other successful commercial projects that have been completed on time and within budget. In this case we will leverage their extensive experience in completing similar

motel conversions, which included project management, construction oversight, and compliance with permanent housing requirements. Their expertise will be key in ensuring a smooth and efficient pre-development process. As identified in the architectural service proposal from SFA the design fee of \$404,720 will be fully covered under the predevelopment agreement amount of \$500,000. The remaining balance will be used for any other cost such as permitting, utility service applications, and any other associated fees.

Pre-development costs will include site assessments, engineering reviews, design development, and other necessary due diligence before renovation can begin. These steps are essential for securing permits and ensuring the feasibility of the project. The conversion project is estimated to cost between \$6 and \$7 million to complete and the final operating budget is still under development. The combined total of development and operating cost has a ceiling amount that can be requested from the funder of \$35 million, as noted in the resolution. While we may not request the full amount, this provides flexibility to structure the budget based on project needs.

Next Steps

To move forward, we require the executive committee's approval and a signature on the city resolution and predevelopment agreement. This will enable the City of Bakersfield to present these executed action items to the City Council on March 26, 2025, ensuring the necessary approvals are in place for the Homekey+ application.

In collaboration with the City of Bakersfield, CAPK is actively developing the grant budget. If we are unable to identify long-term sustainable funding to maintain the project beyond the initial grant period, we will not proceed with the funding application.

Strategic Plan Alignment: Applying for this grant directly supports our 2021-2025 Strategic Plan, specifically Goal 3.1, by increasing housing stability for individuals experiencing or at risk of homelessness.

Recommendation:

Staff recommends approval to jointly submit the funding application with the City of Bakersfield and authorize the Chief Executive Officer to countersign the City resolution and execute the predevelopment agreement, and any subsequent amendments throughout the duration of the predevelopment agreement term.

Attachments:

HomeKey+ Resolution
Pre-Development Service Agreement
SFA Schedule & Construction Estimate
SFA Architectural Service Proposal

RESOLUTION NO. _____

**A RESOLUTION OF THE BAKERSFIELD CITY COUNCIL
AUTHORIZING A JOINT APPLICATION BY THE CITY OF
BAKERSFIELD AND COMMUNITY ACTION PARTNERSHIP OF
KERN (“CAPK”) FOR GRANT FUNDS TO PARTICIPATE IN THE
HOMEKEY+ PROGRAM**

WHEREAS, the Department of Housing and Community Development (“HCD”) issued a Notice of Funding Availability, dated November 26, 2024 (“NOFA”), for Homekey+ Program (“Homekey+”) grant funds pursuant to Health and Safety Code Section 50675.1.3 (Assem. Bill No. 140 (2021-2022 Reg. Sess.), § 20.); Health and Safety Code Section 50675.1.5 (Assem. Bill No. 531 (2023-2024 Reg. Sess.); Section 14184.402 of the Welfare and Institutions Code; Section 5891.5 of the Welfare and Institutions Code; Round 5 and 6 of the Homeless Housing, Assistance and Prevention (HHAP) (Assem. Bill No. 129 (Chapter 40, Statutes 2023) and Assem. Bill No. 166 (Chapter 48, Statutes 2024), respectively; and

WHEREAS, City of Bakersfield (“City” or “Applicant”) desires to jointly apply with Community Action Partnership of Kern (“CAPK”) for Homekey+ grant funds since it is envisioned that CAPK will be providing wrap-around services for the project if grant funds are awarded; and

WHEREAS, HCD is authorized to administer Homekey+ pursuant to the Multifamily Housing Program (Chapter 6.7 (commencing with Section 50675) of Part 2 of Division 31 of the Health and Safety Code and Homekey+ funding allocations are subject to the terms and conditions of the NOFA, the Application, the HCD-approved STD 213, Standard Agreement (“Standard Agreement”), and all other legal requirements of the Homekey+ Program.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bakersfield as follows:

1. Applicant, through its City Manager or designee, is hereby authorized and directed to submit a joint Application to HCD with CAPK in response to the NOFA, and to jointly apply for Homekey+ grant funds in a total amount not to exceed \$35,000,000.

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I **HEREBY CERTIFY** that the foregoing Resolution was passed and adopted by the Council of the City of Bakersfield at a regular meeting thereof held on _____, by the following vote:

AYES:	COUNCILMEMBER ARIAS, GONZALES, WEIR, SMITH, KOMAN, BASHIRTASH, KAUR
NOES:	COUNCILMEMBER _____
ABSTAIN:	COUNCILMEMBER _____
ABSENT:	COUNCILMEMBER _____

JULIE DRIMAKIS, MMC
CITY CLERK and Ex Officio Clerk of
the Council of the City of Bakersfield

APPROVED: _____

By: _____
KAREN GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
VIRGINIA GENNARO
City Attorney

COUNTERSIGNED:
**COMMUNITY ACTION PARTNERSHIP
OF KERN**

By: _____
JEREMY TOBIAS
Chief Executive Officer

VG/pt/blf
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AGREEMENT NO. _____

**AGREEMENT WITH COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK) FOR
HOMELESS HOUSING ASSISTANCE FOR
PREDEVELOPMENT COSTS OF RAMKABIR MOTEL**

This **AGREEMENT** is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY") and **COMMUNITY ACTION PARTNERSHIP OF KERN**, a non-profit, public-benefit corporation authorized to do business in California ("CAPK" or "SUBRECIPIENT").

RECITALS

WHEREAS, on April 24, 2024, CITY purchased Ramkabir Motel at 901 Union Ave., Bakersfield, CA 93305 ("Property"), in accordance with California Government Code Section 37350; and

WHEREAS, it is CITY's intention to convert Property to a Permanent Supportive Housing ("PSH") Development for people experiencing or at-risk of homelessness; and

WHEREAS, the State of California ("State") has granted Homeless Housing Assistance and Prevention Round 4 ("HHAP-4") funds to CITY and CITY desires to grant HHAP-4 funds to SUBRECIPIENT to be expended on predevelopment of Ramkabir Motel rehabilitation; and

WHEREAS, SUBRECIPIENT represents that SUBRECIPIENT is experienced and well qualified in the field of homelessness services and wishes to partner with CITY to rehabilitate the Property to convert it to PSH ("Project").

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

1. **HHAP-4 FUNDING TERMS.** SUBRECIPIENT and its subcontractors shall abide by all terms of the HHAP-4 State of California Standard Agreements, in **Exhibit "A"** and conform to the "time frame" as set forth in **Exhibit "B"** both of which are attached hereto and incorporated by reference herein.
2. **SCOPE OF WORK.** The scope of the grant consists of Homeless Management Information System ("HMIS") development and administration as set forth in **Exhibit "B,"**.

3. **COMPENSATION.** It is expressly agreed and understood that the total amount to be reimbursed to SUBRECIPIENT by CITY under this Agreement shall **NOT EXCEED FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** in HHAP-4 funding. This shall be the total compensation under this Agreement including, but not limited to, all out-of-pocket costs and taxes. Such grant monies shall only be used to pay for predevelopment costs related to Project as set forth in **Exhibit "B"** and in accordance with this Agreement.
- 3.1. **DISBURSEMENT OF FUNDS.** CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third-party, any funds until and after CITY receives all HHAP-4 allocations from the state government. If CITY does not receive such funds, CITY, at its option, may terminate or suspend this Agreement without any liability to SUBRECIPIENT or its subrecipients until CITY receives such funds. SUBRECIPIENT shall not be entitled to any damages from CITY if CITY refuses to disburse funds until CITY receives funds, even if SUBRECIPIENT or any third-party has detrimentally relied upon this Agreement.
- 3.2. **ELIGIBLE CLAIMS FOR PAYMENT.** CITY agrees to pay eligible claims for payment to SUBRECIPIENT within thirty (30) days after CITY receives an eligible claim for payment as set forth herein, and a properly designated SUBRECIPIENT official certifies the claim. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy and may refuse to pay any claim until explained to CITY's satisfaction.
4. **TERM.** The term of this Agreement is the date first written above and will end on February 28, 2026, unless terminated earlier as provided herein.
5. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, thirty (30) days before the termination is effective.
6. **COMPLIANCE WITH ALL LAWS.** SUBRECIPIENT shall, at SUBRECIPIENT's sole cost, comply with all of the requirements of municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all municipal ordinances and state and federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation:

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- 6.1. FEDERAL LAWS.** SUBRECIPIENT shall obey the Act, any amendments, Federal regulations and guidelines now or hereafter enacted pursuant now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration applicable to the Project. SUBRECIPIENT shall become familiar with the appropriate statutes, regulations, and guidelines governing the Project.
- 6.2. PREVAILING WAGE.** SUBRECIPIENT shall pay prevailing wages to all workers employed on public works project's, as defined by California Labor Code. Upon request by CITY, when required per the California Labor Code, SUBRECIPIENT must submit to CITY proof of DIR registration of the Project.
- 6.3. LOCAL APPROVALS.** SUBRECIPIENT shall abide by all municipal codes and CITY regulations that apply to this Agreement and SUBRECIPIENT performing the work. If appropriate, permits must be obtained from CITY, including, but not limited to, the Building, Planning and/or Public Works Departments for all work requiring permits. Reimbursement payments will not be processed until all code or permit compliance has been completed by SUBRECIPIENT and approved by CITY.
- 6.4. NONDISCRIMINATION.** During the performance of this Agreement, SUBRECIPIENT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. SUBRECIPIENT and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. SUBRECIPIENT or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and

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made a part hereof as if set forth in full. SUBRECIPIENT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- 6.5. DRUG FREE WORKPLACE CERTIFICATION.** By signing this Agreement, SUBRECIPIENT, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) Drug free workplace certification form is attached hereto as **Exhibit “C.”** and incorporated by reference herein.
- 7. ENTITLEMENT TO DESIGN PRODUCTS.** In the event CITY is not awarded a Homekey+ grant, CITY will retain rights to all development designs created and paid for by HHAP-4 funds.
- 8. INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of SUBRECIPIENT as an independent contractor. SUBRECIPIENT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement shall not be construed as forming a partnership or any other association with SUBRECIPIENT other than that of an independent contractor.
- 9. INDEMNITY.** SUBRECIPIENT shall indemnify, defend, and hold harmless CITY, and CITY’s officers, employees, volunteers, agents and representatives against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT, or SUBRECIPIENT’s employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY’s sole active negligence or willful misconduct. This obligation to indemnify CITY and its officers, employees, volunteers, agents and representatives shall survive termination of this Agreement.
- 10. CONFLICT OF INTEREST.** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

11. INSURANCE.

- 11.1. TYPES AND LIMITS OF INSURANCE.** In addition to any other insurance or security required under this Agreement, SUBRECIPIENT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").
- 11.2. AUTOMOBILE LIABILITY INSURANCE.** Providing coverage for owned, non-owned, and hired autos 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 \$1,000,000 per occurrence.
- 11.3. COMMERCIAL GENERAL LIABILITY INSURANCE.** Unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:
- 11.3.1.** Provide contractual liability coverage for the terms of this Agreement;
 - 11.3.2.** Provide products and completed operations coverage;
 - 11.3.3.** Provide premises, operations, and mobile equipment coverage; and
 - 11.3.4.** Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.
- 11.4. WORKERS' COMPENSATION INSURANCE.** With limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure payment of compensation to his employees. Pursuant to Labor Code Section 1861, SUBRECIPIENT must submit to CITY the following certification before beginning any work on the Improvements:

I am 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 I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, SUBRECIPIENT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

11.5. GENERAL PROVISIONS APPLYING TO ALL INSURANCE TYPES.

11.5.1. All policies required of SUBRECIPIENT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to CITY's advance approval, SUBRECIPIENT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

11.5.2. All policies required of SUBRECIPIENT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of SUBRECIPIENT's insurance and must not contribute with it.

11.5.3. The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-:VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-:VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

11.5.4. The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.

- 11.5.5.** Full compensation for all premiums which the CONTRACTOR is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.
- 11.5.6.** It is further understood and agreed by SUBRECIPIENT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.
- 11.5.7.** Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for SUBRECIPIENT, and all subcontractors must agree in writing to be bound by the provisions of this section.

12. REPORTING REQUIREMENTS. SUBRECIPIENT will collect, evaluate and enter data into the HMIS. The data will be entered into a local HMIS using HUD's standards for participation. The data, which includes the numbers served and amount of funding used per client, must be entered into the system and provided to CITY on a quarterly basis beginning June 15, 2025, with an initial performance report, and quarterly reports thereafter on September 15, 2025, December 15, 2025, and March 15, 2026, etc., or until funding is fully expended.

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

12.2. AUDITS AND INSPECTIONS. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the Federal Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days of receipt. Failure of SUBRECIPIENT

to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to have an annual audit conducted at CITY's request.

13. ACCOUNTING STANDARDS. SUBRECIPIENT agrees to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

14. DOCUMENTATION AND RECORD KEEPING.

14.1. RECORDS TO BE MAINTAINED. SUBRECIPIENT shall maintain all records required by the State regulations specified in “**Exhibit A**” and “**Exhibit B**” that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

14.1.1. RETENTION. SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the expiration of this Agreement. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

14.1.2. CLIENT DATA. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. Such information shall be submitted to CITY or its designees for review on a quarterly basis using a form approved by CITY.

14.1.3. PROGRESS REPORTING. SUBRECIPIENT will report progress on predevelopment activities monthly beginning May 1, 2025 and ending March 31, 2026, or when funds are fully expended, whichever occurs first.

14.1.4. PROPERTY RECORDS. SUBRECIPIENT shall accept title to and be responsible for the maintenance and operation of the improvements made under this Agreement. SUBRECIPIENT shall maintain real property inventory records which clearly identify properties purchased, improved or sold.

14.1.5. AUDITS AND INSPECTIONS. All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to CITY, its designee or the State Government, at any time during normal business hours, as often as CITY deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SUBRECIPIENT within thirty (30) days after receipt by it. Failure of SUBRECIPIENT to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. SUBRECIPIENT hereby agrees to have an annual audit conducted in accordance with current CITY policies concerning subrecipient audits.

- 15. CITY's REMEDIES.** If SUBRECIPIENT fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand SUBRECIPIENT return all funds granted to SUBRECIPIENT pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.
- 16. CONCURRENT REMEDY.** No right or remedy herein conferred on or reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.
- 17. NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.
- 18. BINDING EFFECT.** The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.
- 19. MERGER AND MODIFICATION.** All prior agreements between the parties are incorporated in this Agreement which constitutes the entire Agreement. Its

terms are intended by the parties as a final expression of their agreement with respect to such terms as are included herein and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend this Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement. This Agreement may be modified only in a writing approved by CITY Council and signed by all the parties.

20. **CORPORATE AUTHORITY.** Each individual signing this Agreement on behalf of entities represents and warrants that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.
21. **GOVERNING LAW.** The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.
22. **NOTICES.** All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:
- CITY: CITY OF BAKERSFIELD**
CITY HALL
1600 TRUXTUN AVENUE
BAKERSFIELD, CA 93301
- SUBRECIPIENT: COMMUNITY ACTION PARTNERSHIP OF KERN**
1300 18th STREET SUITE 200
BAKERSFIELD, CA 93301
23. **EXECUTION.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.
24. **ASSIGNMENT.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory,

equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and shall be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

25. NEGATION OF PARTNERSHIP. CITY shall not become or be deemed a partner or joint venture with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer or employee of CITY.

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

27. TAX NUMBERS.

SUBRECIPIENT's Federal Tax ID Number: _____
"SUBRECIPIENT " is a corporation? Yes _____ No _____
(Please check one.)

28. LIMITATION OF LIABILITY. In no event shall SUBRECIPIENT be liable for any lost revenue, lost profits, direct or indirect, special, incidental consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages. Except for claims based on SUBRECIPIENT'S willful misconduct, the maximum aggregate liability of SUBRECIPIENT under any theory of law (including breach of contract, tort, and strict liability) shall not exceed the amount actually paid by the CITY for SUBRECIPIENT's services pursuant to this Agreement.

29. NO THIRD-PARTY BENEFICIARIES. The only parties to this Agreement are the CITY and SUBRECIPIENT. The Parties intend that there be no third-party beneficiaries to this Agreement. Any benefit that may be conferred upon a third-party by this Agreement, including individual youths, is incidental only.

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///
///

30. **WARRANTY DISCLAIMER.** SUBRECIPIENT disclaims any and all warranties not expressly stated in this Agreement.

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

“CITY”
CITY OF BAKERSFIELD

“SUBRECIPIENT”
**COMMUNITY ACTION PARTNERSHIP
OF KERN**

By: _____
KAREN GOH
Mayor

By: _____
JEREMY TOBIAS
Chief Executive Officer

[Signatures continue on following page]

APPROVED AS TO CONTENT:
**ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT**

By: _____
JENNIFER M. BYERS
Economic and Community
Development Director

APPROVED AS TO FORM:

By: _____
VIRGINIA GENNARO
City Attorney

Insurance: _____

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

VG/blf

Attachments: Exhibit "A": HHAP-4 Standard Agreement
Exhibit "B": Scope of Work
Exhibit "C": Drug Free Workplace Certification

Exhibit "A"
HHAP-4 Standard Agreement

DRAFT

Exhibit "B"

SCOPE OF WORK

Purpose of Project:

The purpose of this project is to complete predevelopment activities for rehabilitation and conversion of Ramkabir Motel into Permanent Supportive Housing for people experiencing or at-risk of homelessness.

Description:

SUBRECIPIENT shall renovate and convert the existing 37-room Ramkabir Motel located at 901 Union Avenue, Bakersfield, CA 93305 to approximately 30 Permanent Supportive Housing (PSH) units, a community space, and offices for supportive services. This project will serve approximately 30 households who are experiencing or at-risk of homelessness and who face behavioral health challenges. A portion of the units will be set aside for veterans.

Eligible Expenses:

Eligible costs include but are not limited to:

- Architectural Services- Comprehensive architectural plans (floor plans, elevations, sections), Accessibility and building code compliance, Occupancy change considerations and documentation, construction document development and submission to City Building Department, assist with contractor bidding process and selection, provide construction oversight through Certificate of Occupancy.
- Interior Design- Selection of interior finishes and fixtures. Furniture layout and selection
- Specification Writing- Detailed construction specification documents
- Renderings- Creation of visual representations for proposed design
- Structural Engineer- Review existing structural components, fire damage and design any retrofit applications.
- Plumbing Engineering- System layout and design, fixture specifications, water, drainage, sewer, and gas piping design.
- Mechanical Engineering- heating, ventilation, and air conditioning (HVAC)- HVAC design, equipment sizing, ventilation, and ductwork
- Electrical Engineering- Lighting plans, power distribution, emergency and security systems
- Fire alarm system design
- Landscape Architecture: Outdoor space planning, landscaping, irrigation, parking, fencing, and outdoor amenities

Timeframe:

All funds granted to SUBRECIPIENT shall be fully expended within the term of the Agreement, March 1, 2025 - February 28, 2026.

DRAFT

Exhibit "C"
DRUG FREE WORKPLACE CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that: SUBRECIPIENT, representing the facility known as Community Action Partnership of Kern located at 1300 18th STREET SUITE 200, Bakersfield, CA 93301, will continue to provide a drug-free workplace by meeting all standards and requirements of the Code of Federal Regulations, Part 24, Subpart F as follows:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will –
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4 (b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted:

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

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

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.
8. This certification meets the objectives and requirements of the United States Department of Housing and Urban Development (HUD).

Name

Title

Community Action Partnership of Kern

Dated: _____

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement
Contract for Funds**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 4 ("HHAP-4" or "Program") pursuant to Chapter 6 (commencing with Health and Safety Code (HSC) section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Amended by Stats. 2021, Ch. 111, Sec. 4. (AB 140) Effective July 19, 2021.)

The Program is administered by the California Interagency Council on Homelessness ("Cal ICH") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-4 provides flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties to build on the regional coordination created through previous Cal ICH grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement/Contract for Funds along with all its exhibits ("Agreement") is entered into by Cal ICH and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of this Agreement, and the requirements appearing in the statutory authority for the Program cited above.

2) Purpose

The general purpose of the Program is to (1) reduce homelessness by expanding or developing local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing; and (2) continue to build on regional coordination developed through previous rounds of HHAP funding (Chapter 6 (commencing with HSC section 50216)).

This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.

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- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this funding are encouraged to reference [Putting the Funding Pieces Together: Guide to Strategic Uses of New and Recent State and Federal Funds to Prevent and End Homelessness](#) to assist in using funding strategically for their planning efforts in the delivery of services to people experiencing homelessness in the community.
- c) Be deployed with the goal of reducing the number of people experiencing homelessness in a given region through investing in long-term solutions, such as permanent housing.
- d) Include the State as an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

3) **Definitions**

The following HHAP-4 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (r):

- a) "Agency" means the Business, Consumer Services, and Housing Agency.
- b) "Applicant" means a Continuum of Care, city, county, or tribe.
- c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.

f) "Council" means the California Interagency Council on Homelessness, formerly known as the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.

g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

j) "Homeless point-in-time count" means the most recent point-in-time count that requires a sheltered and unsheltered count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations completed by all applicants.

k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

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2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

3) "Round 3" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2021.

4) "Round 4" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2022.

p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

q) "Recipient" means a jurisdiction that receives funds from the Cal ICH for the purposes of the program.

r) "Tribe" or "tribal applicant" means a federally recognized tribal government pursuant to Section 4103 of Title 25 of the United States Code.

Additional definitions for the purposes of the HHAP-4 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-4 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-4 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50218.7, subdivision (e), and section 50220.8, subdivisions (e), (f), and (g), and any other applicable laws.

The Grantee shall expend funds on evidence-based programs serving people experiencing homelessness among eligible populations, including any of the following eligible uses:

a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.

b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.

- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.
- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) Interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing noncongregate shelters, and operations of existing navigation centers and shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - iii) Shelter vacancy rate in the summer and winter months.
 - iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - v) A plan to connect residents to permanent housing.
 - vi) Any new interim sheltering funded by HHAP-4 funds must be low barrier, comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code, and prioritize interventions other than congregate shelters.
- i) Improvements to existing emergency shelters to lower barriers and increase privacy.

In addition to the eligible uses described above, the Grantee's expenditure of its entire HHAP-4 allocation must also comply with the following:

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- a) At least 10 percent of the funds shall be spent on services for homeless youth populations.
- b) Not more than 7 percent of funds may be used for administrative costs incurred by the city, county, or continuum of care to administer its program allocation. For purposes of this Agreement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.

5) Cal ICH Contract Coordinator

The Cal ICH's Contract Coordinator for this Agreement is the Council's Grant Director or the Grant Director's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Cal ICH Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the Council's Grant Director or the Grant Director's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	City of Bakersfield
SECTION/UNIT:	California Interagency Council on Homelessness (Cal ICH)	
ADDRESS:	500 Capitol Mall Suite 1850 Sacramento, CA, 95814	1600 Truxtun Ave Bakersfield, CA 93301
CONTRACT COORDINATOR	Jeannie McKendry	Adelina Carter
PHONE NUMBER:	(916) 510-9446	(661) 852-7534
EMAIL ADDRESS:	Jeannie.McKendry@bcsh.ca.gov	acarter@bakersfieldcity.us

All requests to update the Grantee information listed within this Agreement shall be emailed to the Cal ICH Grants Division general email box at calichgrants@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

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6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by Cal ICH (indicated by the signature provided by Cal ICH in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties. Funds will be disbursed in accordance with Section 3 of Exhibit B.
- b) This Agreement shall terminate on December 31, 2027.
- c) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
 - i) Grantee will demonstrate compliance with these requirements by completing the certification documentation in the form and manner provided by the council.
- d) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
 - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan.

If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2026, the funds shall be returned to the Cal ICH to be allocated as bonus awards.

- e) Grantees that do not meet the final expenditure deadlines in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding.

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- f) All HHAP-4 funds shall be expended by June 30, 2027.
- g) In accordance with Health and Safety Code section 50220.8, subdivision (k), Cal ICH retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- h) Any funds not expended by June 30, 2027, including bonus funds, shall revert to and be paid and deposited in, the General Fund pursuant to Health and Safety Code section 50220.8(p).
- i) The council may request additional information from applicants, as needed, to meet other applicable reporting or audit requirements.
- j) **Bonus Funds:** Health and Safety Code section 50220.8 mandates the following, regarding a recipient's eligibility for Bonus Funding:
 - i) Recipients that do not meet the obligation requirements laid out in Health and Safety Code section 50220.8(k) shall not be eligible for bonus funding;
 - ii) Recipients shall demonstrate no later than June 30, 2025, whether they have successfully met their outcome goals; and
 - iii) Jurisdictions that have not met their outcome goals shall not be eligible for bonus funding and shall accept technical assistance from council staff. In addition, jurisdictions that have not met their outcome goals may also be required to limit allowable uses of program funds, as determined by the Council.
- iv) If recipient receives bonus funding, the bonus funds will be distributed as an amendment to this contract. No additional contract will be executed.

7) **Special Conditions**

Cal ICH reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

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**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement**

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-4 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend the HHAP-4 funds on eligible activities as detailed in Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f).

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-4 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement form and initialed Exhibits A through F
- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

Initial Disbursement

Fifty percent of a grantee's HHAP-4 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Initial disbursement of HHAP-4 funds will be disbursed in one allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

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Remainder Disbursement

- a) Cal ICH will disburse the remaining fifty percent of HHAP-4 funds upon demonstration by a Grantee that it has complied with the requirement to contractually obligate and expend a minimum amount of its round 4 program allocation, as described below, and remains on track to meet its outcome goals, as determined by the council pursuant to Section 50223.
 - i) A grantee shall contractually obligate no less than 75 percent and shall expend no less than 50 percent of their initial (50 percent) HHAP-4 disbursement by May 31, 2025. Upon demonstration by a grantee that it has complied with this requirement and remains on track to meet its outcome goals, as determined by the council pursuant to Health and Safety Code section 50223, the council shall disburse to that recipient the remaining 50 percent of its total HHAP-4 allocation pursuant to Health and Safety Code section 50218.7(a).
- b) If a grantee has obligated less than 75 percent or expended less than 50 percent of their initial disbursement by May 31, 2025, the grantee shall not contractually obligate or expend any remaining portion of its round 4 initial program allocation, and the council shall not allocate to the recipient the remaining 50 percent of its total allocation, unless both of the following occur:
 - i) On or before June 30, 2025, the grantee submits an alternative disbursement plan to Cal ICH that includes an explanation for the delay.
 - ii) Cal ICH approves the alternative disbursement plan. If Cal ICH cannot approve an alternative disbursement plan, Cal ICH will provide the grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
- 4) If a Grantee is not on track to meet outcome goals, grantee must agree to receive TA from Cal ICH to get back on track with the outcome goals before the Council allocates the remaining 50 percent of a recipient's allocation.

Bonus Funds Disbursement

If a Grantee qualifies for Bonus Funds pursuant to the requirements laid out in Health and Safety Code section 50220.7, Cal ICH will determine the amount of Bonus Funds the Grantee is eligible for and will disburse these Bonus Funds to the Grantee upon receipt, review and approval of the completed Amended Standard Agreement and RFF by Cal ICH, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. The Bonus Funds disbursement of

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HHAP-4 funds will be allocated in one disbursement via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

5) Expenditure of Funds

All HHAP-4 funds must be spent in accordance with Health and Safety Code section 50218.7(e) and section 50220.8, subdivisions (e), and (f), and as described in Exhibit A, Section 4 "Scope of Work".

6) Ineligible Costs

- a) HHAP-4 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.8, subdivisions (e), (f), and (g).
- b) Cal ICH reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-4 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Cal ICH.
- c) An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Cal ICH by the Grantee.

Cal ICH, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-4 fund expenditures.

- d) Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention. HHAP funds cannot replace local funds that are committed to an existing or developing homeless assistance program. However, if funds previously supporting a service or project end or are reduced for reasons beyond the control of the grantee and services or housing capacity will be lost as a result of these funds ending, HHAP funds may be used to maintain the service or program. Examples include, but are not limited to, a time-limited city and/or county tax or one-time block grant, such as HEAP.

**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) Termination of Agreement

Cal ICH may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Cal ICH's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Cal ICH, any unexpended funds received by the Grantee shall be returned to Cal ICH within 30 days of Cal ICH's notice of termination.

b) Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Cal ICH by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/Sub Grantee) or with the prior written approval of Cal ICH and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to Cal ICH an application for HHAP-4 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Cal ICH is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Budget Modification Request Process and are subject to approval by Cal ICH.

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Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Cal ICH approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Cal ICH may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2024, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Cal ICH in a format provided by Cal ICH. Annual Reports will include a request for data on expenditures and people served with HHAP-4 funding, details on specific projects selected for the use of HHAP-4 funding, and data regarding the progress towards outcome goals. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than October 1, 2027, the Grantee shall submit a final report, in a format provided by Cal ICH, as well as a detailed explanation of all uses of the Program funds.

b) Quarterly Expenditure Reports

In addition to the annual reports, Cal ICH requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to Cal ICH on a form and method provided by Cal ICH that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information Cal ICH deems appropriate or necessary. If the Grantee fails to provide such documentation, Cal ICH may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50223, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Cal ICH:

(1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

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- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
- (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
- (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.

Data shall include progress towards meeting the grantee's outcome goals. If significant progress toward outcome goals has not been made, the applicant shall:

- (a) Submit a description of barriers and possible solutions to meet those barriers
 - (b) Accept technical assistance from Cal ICH
 - (c) Include the progress towards outcome goals in all subsequent quarterly reports, until significant progress is made as deemed by Cal ICH
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-4 funding including but not limited to obligated funds, expended funds, and other funds derived from HHAP-4 funding.
- iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-4 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by Cal ICH.

- iv) Grantees or their subcontractors must report client data into their local Homeless Management Information Systems (HMIS) pursuant to the requirements of Assembly Bill (AB) 977 (Chapter 397, Statutes of 2021)
- v) Cal ICH may require additional supplemental reporting with written notice to the Grantee.
- vi) Grantee may, at their discretion, fully expend their HHAP-4 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.

d) Auditing

Cal ICH reserves the right to perform or cause to be performed a financial audit. At Cal ICH request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-4 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:

- i) The audit shall be performed by an independent certified public accountant.
- ii) The Grantee shall notify Cal ICH of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Cal ICH to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Cal ICH for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

Cal ICH or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Cal ICH, or its designee, with any relevant information requested. The Grantee agrees to give Cal ICH or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and

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Prevention Program laws, the HHAP-4 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.8, subdivision (m), if upon inspection of records Cal ICH identifies noncompliance with grant requirements, Cal ICH retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph a for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

c) Public Records Act

The grantees' final HHAP-4 application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-4 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Cal ICH in law or equity for breach of this Agreement, Cal ICH may:

- i) Bar the Grantee from applying for future HHAP funds;
- ii) Revoke any other existing HHAP-4 award(s) to the Grantee;
- iii) Require the return of any unexpended HHAP-4 funds disbursed under this Agreement;

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- iv) Require repayment of HHAP-4 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Cal ICH of all funds derived from the use of HHAP-4 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-4 requirements.
- c) All remedies available to Cal ICH are cumulative and not exclusive.
- d) Cal ICH may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Cal ICH to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Cal ICH to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board,

committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and
 - ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Cal ICH prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-4 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-4 program, the Grantee, its subrecipients, and all eligible activities.

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Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Cal ICH upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) Cal ICH reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Cal ICH, shall not affect any other provisions of this Agreement and the Initial of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify Cal ICH immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Cal ICH, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Cal ICH.

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**Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)
Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-4 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-4 funds, must be used for HHAP-4-eligible activities and reported on as required by Cal ICH.
- 2) Per Health and Safety Code section 50220.8 (g), any housing-related activities funded with HHAP-4 funds, including but not limited to emergency shelter (per Health and Safety Code section 50220.8(e)(8)(F)), rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-4 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-4-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-4 funding (e.g., by creating appropriate HHAP-4-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6 and Welfare and Institutions Code section 8256. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical

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information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.

- 5) Grantee agrees to accept technical assistance as directed by Cal ICH or by a contracted technical assistance provider acting on behalf of Cal ICH and report to Cal ICH on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 6) Grantee agrees to demonstrate a commitment to racial equity and, per Health and Safety Code section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with Cal ICH, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19.
- 7) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

Homeless Housing, Assistance, and Prevention Program Round 4 (HHAP-4)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

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March 10th, 2025

Community Action Partnership of Kern

**Homekey+ Apartment Conversion
901 Union Avenue
Bakersfield, CA 93307**

PROPOSED PROJECT DESIGN SCHEDULE

PRE-DESIGN PHASE – 10 Days (2 weeks)

SCHEMATIC DESIGN PHASE – 20 Days (4 weeks)

DESIGN DEVELOPMENT PHASE – 10 Days (2 weeks)

CONSTRUCTION DOCUMENT PHASE – 40 Days (8 weeks)

PERMITTING – 40 Days (8 weeks)

CONSTRUCTION – 260 Days (52 weeks)

PROPOSED PROJECT BUDGET

Construction Costs:

Apartment Conversion

Building 1 - Units 1-11	\$780,000.00
Building 2 - Units 12-31	\$1,800,000.00
Building 3 - 32-37	\$544,000.00
Building 4 - Lobby / Manager	\$820,000.00
Building 5 - Mechanical	\$750,000.00
Furniture / Furnishings	\$300,000.00
Building Demolition	\$150,000.00
Offsite Improvements (300lf x \$1000/lf)	\$300,000.00
Onsite Improvements (31,685sf x \$30/sf)	\$950,550.00
Total Construction Costs:	\$6,394,550.00

Estimated Architectural & Engineering Fees: **\$398,270.00**

Estimated Permit Fees: **\$59,160.00**

Total Estimated Costs: **\$7,305,993.05**

Includes 5% contingency & 2% cost escalation



March 10th, 2025

Mr. Emilio Wagner
COMMUNITY ACTION PARTNERSHIP OF KERN (CAPK)
1300 18th Street, Suite 200
Bakersfield, California 93301

Subject: Proposal for Architectural and Engineering Services
HOMEKEY+ - APARTMENT CONVERSION
901 Union Avenue
Bakersfield, CA 93307

Dear Emilio,

Thank you for the opportunity to offer this proposal for Architectural and Engineering Services. I have provided below a general description of the project scope and our proposed fees.

PROJECT DESCRIPTION

The project generally consists of a micro apartment conversion to an existing 37 unit hotel building located at 901 Union Avenue in Bakersfield, CA. The rooms will be fully gutted developed with updated toilet rooms and kitchenettes. The kitchenette will include a new sink, lower cabinets, upper shelves, drop-in range, microwave hood with exhaust. A new PTAC HVAC unit that meets T24 ventilation requirements, new exhaust fan in the toilet compartment & an electrical sub-panel will also be required for each unit. Four accessible rooms will be developed. Several rooms will also be combined into a 2-bed suites. The site will be redesigned to include amenities required for an apartment complex per Bakersfield Municipal Code section 17.14.020 and landscaping per section 17.61.020.

All areas being developed will be designed to meet all current code requirements as well as accessibility requirements as pursuant to ADA, Title24 and local statutes. All site and building accessibility will be surveyed and addressed as a part of the tenant improvement drawings.

DESCRIPTION OF SERVICES

Pre-Design Phase: Prior to beginning the initial design, Skarphol/Frank Associates will need to obtain reliable site information such as legal and physical descriptions of the property. This will provide us with the appropriate information needed to proceed to the next phase.

Schematic Design Phase: This phase will provide a general design concept for the project outlined above. During this time, we will meet as needed to complete the overall design idea. At the end of this phase you can expect to have the following:

- Site Plan showing the building location, vehicular parking and any outdoor spaces.
- Schematic Floor Plans
- Building Elevation / Massing Studies
- Finish Plans / Color Boards
- 3D Renderings

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Conditional Use Permit Submittal: Excluded. The project fits within current zoning restrictions and is fully entitled with a minimum of 30 apartment units.

Site Plan Review Submittal: Upon your approval of the Schematic Design Phase we will prepare the necessary documents to submit plans to the City of Bakersfield Planning Department for their review and approval. Any agency fees have been excluded from this proposal. When those fees are determined by the agencies reviewing, we will forward those to you for payment.

Design Development Phase: Upon your approval of the Schematic Design Phase, we will continue to develop the plans in a more detailed manner. We will work closely with you to identify specific equipment locations and requirements. Close coordination will be made with the mechanical, plumbing and electrical systems to ensure proper integration into the final design.

Construction Document Phase: Beginning with the approval of the design development phase, we will prepare construction documents for the project. The drawings prepared by Skarphol/Frank Associates will be detailed plans for construction, including: site plans, floor plans, reflected ceiling plans, power and signal plans, building sections, roof plans, exterior elevations, interior elevations, finish plans and required details. Engineered drawings will be included in the construction documents. Our engineering consultants are as follows: Structural Engineering (4Creeks, Inc.), Mechanical & Plumbing Engineering (Baskin Mechanical Engineers), Electrical Engineering (JMPE Electrical Engineering), Landscape Architecture (Design Studios Landscape Development, LLC.), PG&E Electrical Design (CA Utility), Fire Sprinkler Design (Baskin Mechanical Engineers), Specification Writing / Project Manual (AWC Specs, Inc.) and Interior Design (Carl Henry Designs).

Following your approval of the construction document phase, Skarphol/Frank Associates will submit the plans to the City of Bakersfield Building Department for review and approval. Any agency fees have been excluded from this proposal. When those fees are determined by the agencies reviewing, we will forward those to you for payment.

Bidding Phase: Upon the City of Bakersfield Building Department’s approval of the building permit, Skarphol/Frank Associates will prepare a bid package and work with the selected General Contractor to help formalize a construction budget. Skarphol/Frank Associates will assist CAPK during bidding by fielding and replying to all contractor requested clarifications and questions regarding the construction document drawings.

Construction Administration Phase: During construction, Skarphol/Frank Associates will provide site observations, attend construction meetings and answer any contractor requested clarifications and questions regarding the construction document drawings.

FEE PROPOSAL

We propose an estimated fixed fee based on the following categories:

<u>Pre-Design / Schematic Design</u>	
Architectural:	\$21,575.00
Interior Design:	\$4,600.00
3D Modeling and Rendering:	\$8,625.00
Total Pre-Design / Schematic Design Fees:	\$34,800.00
<u>Site Plan Review Submittal</u>	
Architectural:	\$10,800.00
Landscape Architecture:	\$4,600.00
Total Site Plan Review Fees:	\$15,400.00
<u>Design Development</u>	
Architectural:	\$43,150.00
Structural Engineering:	\$17,250.00
Plumbing & Mechanical Engineering:	\$19,550.00
Electrical Engineering:	\$4,600.00
Fire Sprinkler Design:	\$2,875.00
Total Design Development Fees:	\$87,425.00

(continued on next page)

Construction Documents

Architectural:	\$118,675.00
Structural Engineering:	\$23,000.00
Plumbing & Mechanical Engineering:	\$23,000.00
Electrical Engineering:	\$6,900.00
Landscape Architecture:	\$8,050.00
Fire Sprinkler Design:	\$10,350.00
PG&E Electrical Design & Coordination	\$21,275.00
Specification Writing / Project Manual:	\$17,250.00
Interior Design:	\$2,300.00
Total Construction Document Fees:	\$230,800.00

Construction Administration

Architectural:	\$21,575.00
Structural Engineering:	\$4,025.00
Plumbing & Mechanical Engineering:	\$3,450.00
Electrical Engineering:	\$2,070.00
Landscape Architecture:	\$1,150.00
Fire Sprinkler Design:	\$1,725.00
Interior Design:	\$2,300.00
Total Construction Administration Fees:	\$36,295.00

Total Estimated Design Fees: \$404,720.00

The engineering fee estimates above shall be revisited after the completion of the Pre-Design & Schematic Design Phase has been completed.

Any revisions to the scope of work outlined above or changes requested after the start of construction documents will be considered extra services. If this occurs, Skarphol/Frank Associates will prepare a revised fee proposal for your review and approval.

Skarphol/Frank Associates will provide a tailored rendering package to convey the project design idea for professional presentation for meetings, e-conferences as well as website presentations. Renderings will be based on the plans and finishes completed at the time of the Architectural Rendering Services. The latest techniques will be used to provide a high-resolution presentation of the project to depict the final project at the completion of construction.

Four high resolution images (11x17) will be provided in the rendering package. Digital copies of all images will be provided to you for your use at no additional cost. Additional images and video walk-throughs are available upon request. If they are requested, Skarphol/Frank Associates will prepare a revised fee proposal for your review and approval.

Any model updates requested after the start of 3D modeling will be considered an extra service, Skarphol/Frank Associates will bill this on a time and material basis per the attached Fee/Reimbursable Schedule.

EXCLUSIONS

The following services have been excluded from the scope of work for this project. If any of these services are required, they will be billed per the attached Fee/Reimbursable Expense Schedule.

- Off-Site Improvement Plans
- Site & Building Signage
- Parcel Maps
- Site Wall Plans
- Easements/Dedications
- Construction Staking
- Title Reports
- Certified Site Survey – Property Line Location
- Photovoltaic (PV) System Design
- Standby Power Design
- Security System Design
- Point-of-Sale System Design
- IT/Data/AV System Design
- All Reviewing Agency(s) Fee
- As-Built / Record Drawings

Reimbursable expenses, such as printing, delivery, etc., are not included in this fee proposal, and will be billed per the attached Fee/Reimbursable Expenses Schedule. Billings for services rendered will occur bi-monthly based on a percentage of completion.

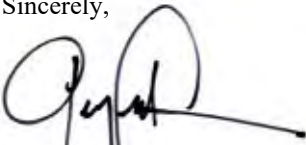
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CONTRACT EXECUTION

Termination of this contract, by either party, must be provided in writing. Fees for work completed prior to the contract termination will be submitted for payment.

We appreciate the opportunity to make this proposal and look forward to working with you on this project. Your signature below will authorize us to proceed with the work described within this proposal. Please contact me if you have any questions or comments regarding our services.

Sincerely,



Gregory Frank
Architect C-31980, CASp-595
NCARB, LEED AP

Authorized Signature	Date

Cc: Fee/Reimbursable Expenses Schedule

FEE REIMBURSABLE EXPENSES SCHEDULE
Effective September 27th, 2021

FEE:

Principal Architect:	\$195.00 per hour
Project Architect / Architect – CASp:	\$180.00 per hour
Senior Project Manager / Client Relations:	\$155.00 per hour
Senior Graphic Manager:	\$150.00 per hour
Senior Project Manager:	\$140.00 per hour
Project Manager:	\$130.00 per hour
Assistant Project Manager:	\$125.00 per hour
Assistant Graphic Technician:	\$125.00 per hour
Senior CADD Technician:	\$115.00 per hour
CADD Technician:	\$105.00 per hour
Administrative Support Services:	\$45.00 per hour

REIMBURSABLE EXPENSES:

Consulting Engineers	1.15 x Direct Cost
Renderings, Models, and Photographs	1.15 x Direct Cost
Application / Permit Fees	1.15 x Direct Cost
Printing	1.15 x Direct Cost
Travel Expenses	1.15 x Direct Cost
Postage and Overnight Courier	1.15 x Direct Cost
Local Delivery and Courier Services	1.15 x Direct Cost
Mileage (Beyond City Limits)	\$0.58 Per Mile

Statements are due and payable upon receipt. Any amounts unpaid after 30 days will accrue
Interest from the date of the statement at a rate of 1 1/2% per month
(18% per annum) or the maximum allowable rate.



MEMORANDUM

To: Executive Committee

From: Emilio Wagner, Chief Facilities & Technology Officer

Date: March 18, 2025

Subject: *Agenda Item IV(b): Architectural Services Contract Amendment with Skarphol/Frank Associates – Action Item*

Background

A Request for Proposal (RFP) was released on May 17th, 2024, to seek an architect for general services, as well as the possible need to plan for the replacement of two Head Start modular buildings. The RFP was sent to 22 architects where five fully responsive proposals were received. After scoring the proposals Skarphol/Frank Associates (SFA) was selected and issued a contract not to exceed \$240,000. SFA has extensive expertise in a variety of fields, which fit with the dynamic opportunities that CAPK is exposed to. CAPK has used SFA on other projects, which have all gone very smoothly, including the conversion of the Maintenance Warehouse to the Central Kitchen.

Current Events

CAPK has been approached by the City of Bakersfield to lead the design development and construction of a motel conversion to supportive housing. SFA has previous experience with motel conversions, which is beneficial given the short timeline associated with the funding opportunity. SFA has proposed \$404,720 to manage the \$7 million project from planning to completion. Additionally, CAPK intends to continue utilizing SFA for other projects, such as modular replacements for Head Start. Since the contract is limited to \$240,000, Board approval is needed to increase this amount. Staff recommend increasing the contract by \$420,000 to not exceed \$660,000.

Recommendation

Staff recommend that the Executive Committee approve the new not to exceed limit of \$660,000 for the general contract with Skarphol/Frank Associates and authorize the Chief Executive Officer to execute the contract amendment.

Attachments:

Skarphol/Frank Associates Contract Amendment I
Skarphol/Frank Associates Original Contract



Community Action Partnership of Kern

1300 18th Street, Bakersfield, CA 93301
P: (661) 336-5236 F: (661) 336-5228

AMENDMENT I TO CONTRACT FOR SERVICES AGREEMENT

This AGREEMENT is ADMENDMENT I to the Contract for Services Agreement made by and between Skarphol/Frank Associates ("VENDOR") and Community Action Partnership of Kern ("CAPK"), dated August 6, 2024. The effective date of this ADDENDUM will be October 19, 2025.

Section 5c. Billing Limitation of the original Agreement reads as follows:

Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed \$240,000.00.

Section 5c. Billing Limitation of the original Agreement reads as follows:

Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed \$660,000.00.

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

VENDOR: **Skarphol/Frank Associates**

Signature: _____

Date: _____

Printed Name: Gregory J. Frank

Title: Architect, CA No. C-31980

CAPK: **Community Action Partnership of Kern**

Signature: _____

Date: _____

Printed Name: Jeremy T. Tobias

Title: Chief Executive Officer



CONTRACT FOR SERVICES AGREEMENT

This Contract for Services Agreement (the "Agreement") is made and entered into as of this 1st day of October 2024 by and between Skarphol Frank Associates ("Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

1. SERVICES.

- a. **SCOPE.** Vendor is to perform services and install equipment and materials as per scope of work contained in the proposal submitted by vendor in response to **RFP-OPS-2024-009 Architect Services. Vendor's Bid Form for RFP-OPS-2024-009 Architect Services** is found in **Attachment A** attached to hereto and incorporated herein by reference.
- b. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS.** Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services.
- c. **VENDOR PROJECT MANAGEMENT.** Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.
- d. **CHANGES IN WORK.** During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services.
- e. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. TERM.

- a. This agreement shall be effective, and all Services shall be provided for that period of time from October 1st, 2024, through September 31st, 2027.

3. OPTION TO RENEW.

- a. Upon mutual agreement of both parties, Vendor shall have the option to renew the Agreement for (1) one additional (1) one year term following the expiration of this agreement. Vendor shall notify CAPK of its intent to exercise such option by giving 60 days written notice prior to the expiration of this Agreement.

4. TERMINATION.

- a. **TERMINATION BY CAPK.** CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.

- b. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.
- c. **TERMINATION BY MUTUAL AGREEMENT.** The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

5. PAYMENT FOR SERVICES.

a. **INVOICES.** Services shall be billed according to Attachment A. Vendor will submit a monthly invoice detailing i) the Services provided ii) the identity of each employee or independent contractor of Vendor providing the Services iii) the hours spent by each such person in providing the Services, and any additional costs incurred in providing the services, as provided in Attachment A. Final payment will be released once certified payroll and Davis Bacon has been reviewed and found to be accurate.

Vendor shall mail all invoices, with required detail, to:

Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18th St, Ste 200,
Bakersfield, CA 93301.

- b. **PAYMENT OF INVOICES/DISPUTES.** CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.
- c. **BILLING LIMITATION.** Unless Vendor and CAPK otherwise agree in writing, Vendor billing to CAPK according to this Agreement shall not exceed \$240,000.00.

6. RELATIONSHIP OF PARTIES.

- a. **INDEPENDENT CONTRACTOR.** The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.
- b. **TAXES.** Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.
- c. **WAIVER OF EMPLOYMENT RIGHTS.** Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.
- d. **VENDOR'S CONTROL.** Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.
- e. **NO EXCLUSIVITY.** No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

7. REPRESENTATIONS OF THE PARTIES

a. VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:

- i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.
- ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.
- iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.

- iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:
 - 1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person.
 - 2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years.
 - 3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
 - v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK, or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.
 - vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.
 - vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.
- b. CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**
- i. The Services consist of work that is outside the usual course of CAPK's business.
 - ii. CAPK does not possess the skills or expertise to provide the Services.
 - iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.
- 8. INSURANCE.** Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.
- a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall:
 - i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.
 - ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.
 - b. **AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and the policy shall:
 - i. Provide coverage for owned, non-owned and hired autos.
 - ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - c. **WORKERS' COMPENSATION INSURANCE.** Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence.
 - d. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:
 - i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.
 - ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).
 - iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required

by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

- iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.
- v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

9. RESTRICTIVE COVENANTS.

a. **CONFIDENTIAL INFORMATION.** Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

b. **VENDOR'S INTELLECTUAL PROPERTY.** If, during the course of providing Services, Vendor:

- i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or
- ii. develops any of the foregoing which constitute Vendor's Intellectual Property,

Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.

c. **REMEDIES.** Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. **DEFINITIONS:**

- i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on

the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

- ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.
- iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

10. RELEASE OF PAPERS AND PROPERTY. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

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

Vendor:
Skarphol Frank Associates
ATTN : Gregory Frank
925 17th Street
Bakersfield, CA 93301
Phone: (661)664-0177

CAPK:
Community Action Partnership of Kern
ATTN: Emilio Wagner
1300 18th Street, Ste 200
Bakersfield, CA 93301
Phone: (661) 336-5236

12. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

13. INCORPORATION OF ADDENDUMS BY REFERENCE. Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:

- a. Addendum A: Federal Assurances.
- b. Addendum B: Certification Regarding Lobbying.

- c. Addendum C: Debarment and Suspension Certification.
- d. Addendum D: Non-collusion Affidavit.
- e. Addendum E: Equal Opportunity.
- f. Addendum F: Utilization of Women & Minority Business Enterprises.
- g. Addendum G: Equal Opportunity for Special Disabled Veterans.
- h. Addendum H: Certification of Workmen's Compensation.
- i. Addendum I: Insurance Requirements.
- j. Addendum J: Prevailing Wage Compliance Certification (if required);
- k. Addendum K: Material and Workmanship Warranty (if required).
- l. Addendum L: Additional Terms and Conditions

14. MISCELLANEOUS PROVISIONS.

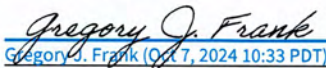
- a. **CONFLICT OF INTEREST.** The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.
- b. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
- c. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
- d. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.
- e. **WAIVER.** The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.
- f. **ASSIGNMENT.** Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.
- g. **FURTHER ASSURANCES.** The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.
- h. **SEVERABILITY.** All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.
- i. **ATTORNEY'S FEES.** In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.
- j. **CONSTRUCTION.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.
- k. **AUTHORITY.** The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.

- l. **COUNTERPARTS.** This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.
- m. **APPLICABLE LAW.** The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.
- n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

SIGNATURE PAGE TO FOLLOW

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

VENDOR: SKARPHOL FRANK ASSOCIATES

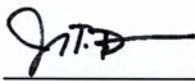
Signature: 
Gregory J. Frank (Oct 7, 2024 10:33 PDT)

Date: 10/07/2024

Printed Name: Gregory J. Frank

Title: Architect, CA No. C-31980

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: 

Date: 10/02/2024

Printed Name: Jeremy Tobias

Title: CEO

ATTACHMENT A



FEE REIMBURSABLE EXPENSES SCHEDULE Effective September 27th, 2021

FEE:

Principal Architect:	\$195.00 per hour
Project Architect / Architect – CASp:	\$180.00 per hour
Senior Project Manager / Client Relations:	\$155.00 per hour
Senior Graphic Manager:	\$150.00 per hour
Senior Project Manager:	\$140.00 per hour
Project Manager:	\$130.00 per hour
Assistant Project Manager:	\$125.00 per hour
Assistant Graphic Technician:	\$125.00 per hour
Senior CADD Technician:	\$115.00 per hour
CADD Technician:	\$105.00 per hour
Administrative Support Services:	\$45.00 per hour

REIMBURSABLE EXPENSES:

Consulting Engineers	1.15 x Direct Cost
Renderings, Models, and Photographs	1.15 x Direct Cost
Application / Permit Fees	1.15 x Direct Cost
Printing	1.15 x Direct Cost
Travel Expenses	1.15 x Direct Cost
Postage and Overnight Courier	1.15 x Direct Cost
Local Delivery and Courier Services	1.15 x Direct Cost
Mileage (Beyond City Limits)	\$0.58 Per Mile

Statements are due and payable upon receipt. Any amounts unpaid after 30 days will accrue
Interest from the date of the statement at a rate of 1 1/2% per month
(18% per annum) or the maximum allowable rate.

skarpholfrank.com

925 17th Street, Bakersfield, CA 93301

661.334.2741

ADDENDUM "A"
FEDERAL ASSURANCES

The Vendor:

- A. Will give the awarding agency (Grantee), the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- B. Will provide and maintain competent and adequate supervision to ensure that the completed work conforms to approved specifications and will furnish progress reports and such other information as may be required by the awarding agency or State.
- C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title Vi of the Civil Rights Act of 1964 (P.O. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; © Section 504 of the rehabilitation acts of discrimination on the basis of handicaps; (d) the U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to not-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statue(s) which may apply to the application.
- D. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- E. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874)
- F. The Contact Work Hours and Safety Standards Act (40 U.S. 327-333), regarding labor standards for federally assisted construction sub agreements (if applicable).
- G. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
- H. Will comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16U.S.C. , 1271 et Seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- I. Will assist, as applicable, with the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.)
- J. Will comply, as applicable, with P.L. 93-348 regarding the protection of human subjects Involved in research, development, and related activities supported by this award of assistance.
- K. Will comply, as applicable, with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm blooded animals held for research, teaching or other activities supported by this award of assistance.
- L. Will comply, as applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- M. Will comply with all applicable requirements of all other Federal laws, executive Orders, regulations, and policies governing this program.
- N. Will comply, as applicable, with environmental standards which may be prescribed pursuant to the following : (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C.

1451 et seq.); (f) conformity of Federal actions to State Clean Air Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered Species Act of 1973, as amended (P.L. 93-205)

ADDENDUM "B"

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

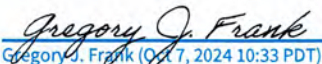
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.


Gregory J. Frank (Oct 7, 2024 10:33 PDT)

Signature of Vendor

10/07/2024

Date

ADDENDUM "C"

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

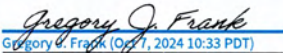
VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

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


Gregory J. Frank (Oct 1, 2024 10:33 PDT)

Signature of Vendor

10/07/2024

Date

ADDENDUM "D"

NONCOLLUSION AFFIDAVIT
(Public Contract Code Section 7106)

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, Gregory J. Frank
Name of Vendor
deposes and says that he or she is Architect, CA No. C-31980 of Skarphol / Frank Associates
Title Company Name

party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

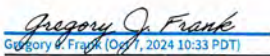
X
Gregory J. Frank
Gregory J. Frank (Oct 7, 2024 10:33 PDT)
Signature of Vendor
10/07/2024
Date

X

Address

ADDENDUM "E"
EQUAL OPPORTUNITY
(48CFR 52.22-26)

- A. If, during any 12-month period (including the 12 months preceding the award of this Agreement), the Vendor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Vendor shall comply with subparagraphs (B)(1) through (11) below. Upon request, the Vendor shall provide information necessary to determine the applicability of this clause.
- B. During performing this Agreement, the Vendor agrees as follows:
1. The Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 2. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff compensation, and (viii) selection for training, including apprenticeship.
 3. The Vendor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
 4. The Vendor shall, in all solicitations or advertisement for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
 5. The Vendor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
 6. The Vendor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
 7. The Vendor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. Standard Form 100 (EEO-1), or any successor form, is the prescribed form to be filed within 30 days following the award, unless filed within 12 months preceding the date of award.
 8. The Vendor shall permit access to its books, records, and accounts by the contracting agency of the Office of Federal Contract Compliance Programs (OFCCP) for the purpose of investigation to ascertain the Vendor's compliance with the applicable rules regulations, and orders.
 9. If the OFCCP determines that the Vendor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Vendor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
 10. The Vendor shall include the terms and conditions of subparagraph (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive order 11246, as amended, so that these items and conditions will be binding upon each subcontractor or vendor.
 11. The Vendor shall take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Vendor may request the United States to enter into the litigation to protect the interests of the United States.

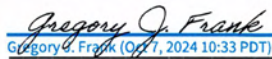

Gregory J. Frank (07/11/2024 10:33 PDT)
Signature of Vendor

10/07/2024
Date

ADDENDUM "F"

UTILIZATION OF WOMEN AND MINORITY BUSINESS ENTERPRISES

- A. It is the policy of the Government that women and minority owned business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.
- B. The Vendor agrees to use his/her best efforts to carry out this policy in the award of subcontracts to the fullest extent consistent with the efficient performance of this Agreement. As used in this Agreement, the term "minority business enterprise" means a business, at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock of which is owned by women or minority group members. For the purposes of this definition, minority group members are Negroes, Spanish-speaking American persons, American-Oriental, American Indians, American-Eskimos, and American Aleuts. Vendors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.


Gregory J. Frank (Oct 7, 2024 10:33 PDT)

Signature of Vendor

10/07/2024

Date

ADDENDUM "G"

EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (52.222-35)(DEC 2001)

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

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Vendor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Vendor's organization" means employment openings for which the Vendor will give no consideration to persons outside the Vendor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Vendor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Vendor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or

applicant for employment is qualified. The Vendor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Vendor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Vendor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Vendor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Vendor shall immediately list all employment openings that exist at the time of the execution of this Agreement and those which occur during the performance of this Agreement, including those not generated by this Agreement, and including those occurring at an establishment of the Vendor other than the one where the Agreement is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Vendor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Vendor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Vendor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Vendor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Vendor may advise the State agency when it is no longer bound by this Agreement clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Vendor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Vendor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Vendor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Vendor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Vendor is bound by the terms of the Act and is

committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Vendor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Vendor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Vendor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.


Gregory J. Frank (Oct 7, 2024 10:33 PDT)

10/07/2024

Signature of Vendor

Date

ADDENDUM "H"

VENDOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

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

- "(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.
- "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this Agreement.

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

ADDENDUM "I"
INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

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

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

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

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

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

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

ADDENDUM "J"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work. The Secretary of Labor (SOL) determines the Wage Rates for Federal-Aid projects and in most cases the wage rates set forth by the DIR and SOL will be the same for most given labor classifications. If there is a difference, the Vendor shall pay not less than the higher wage rate.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

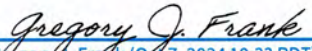
Occasionally, a wage rate may not be provided in the Secretary of Labor's, or the Department of Industrial Relations', wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK"), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement.

Gregory J. Frank

Vendor's Name (type or print)


Gregory J. Frank (Oct 7, 2024 10:33 PDT)

Vendor's Signature

Skarphol / Frank Associates

Name of Vendor's Company

10/07/2024

Dated

ADDENDUM "K"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 3086. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted.

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs. The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

ADDENDUM "L"
ADDITIONAL TERMS AND CONDITIONS

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendums G & H.
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK.** CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES.** CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
6. **CLAIMS.** All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.
15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."