

# Board of Directors Meeting Information Packet

#### **MISSION STATEMENT**

Provide recreation programs and facilities for the benefit of the North of the River Community



#### NORTH OF THE RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS' REGULAR MEETING 3825 RIVERLAKES DRIVE, BAKERSFIELD, CA 93312 MONDAY, December 16, 2024, 5:30 P.M.

#### Join Meeting Via Zoom

https://us02web.zoom.us/j/86716678752?pwd=2wVTYbg357QQ3XC0TawO8ygVgaaS8c.1

Meeting ID: 867 1667 8752 Password: 358515 Or Dial by your location +1 669 900 6833 US Meeting ID: 867 1667 8752 Password: 358515

DISCLAIMER: This agenda includes proposed actions and activities with respect to each agenda item, as of the date of posting. As such, it does not preclude the Board from taking other actions on any item on the agenda that is different or in addition to what may have been recommended.

#### **AGENDA**

Posted Prior to 5:00 p.m. Friday, December 13, 2024

P.M

1. CALL TO ORDER

2.

ROLL CALL		
Governing Board Member	Present	Absent
Crystal Madden, Chairperson		
Janett Miller, Clerk	- <u></u> -	
Jenifer VanAlstein	- <u></u> -	
Bob Smith		
Ryan Skidmore		
Matt Howard		
Staff Members		
Bret Haney, General Manager	- <u></u> -	
Wayne McArthur, Director of Finance	- <u></u> -	
Esther Grijalva, Director of Human Resources		
Steph Thisius, Director of Planning and Construction		
Jasmin LoBasso, Director of Community Relations		
Lauren Cronk, Director of Recreation		
Mike Evans, Director of Operations and Maintenance		
<u>Legal Counsel</u>		
Jacob Thomasy		

3. NOTICE OF MEETING BEING TAPED, FILMED, STREAMED OR BROADCASTED Please be aware that a recording and broadcasting of tonight's meeting is being made and may capture images and/or sounds of those attending tonight's meeting.

#### 4. FLAG SALUTE

The Flag salute will be led by North of the River Recreation and Park District Board of Directors.

#### 5. APPROVAL OF AGENDA

Items requi	ring attention af	ter the agenda	a is posted ma	ay be added to th	ne agenda witl
2/3 majority approval of the Board. Items to be added will be made available to the					
public at the	e meeting.				
Motion	Second	Ayes	Noes	Abstain	

#### 6. PUBLIC COMMENTS

The North of the River Recreation and Park District Board of Directors may take official action only on items included in the posted agenda. Items addressed during the Public Comment section are generally matters not included on the agenda and, therefore, the Board will not take action at this scheduled meeting. Such items, however, may be added to a future meeting's agenda. Members of the public may address the Board on items included on the agenda in the order that the items appear. Speakers are limited to two minutes. Please state your name before making your presentation. Thank you.

#### 7. CONSENT AGENDA

All matters listed under the Consent Agenda are deemed routine in nature. Information concerning these items has been forwarded to each Board Member prior to this meeting for their study. The Consent Agenda is acted upon in one motion unless members of the Board, staff, or public request discussion and/or removal of an item.

#### A. Posting of Agenda

Approval of Secretary Declaration of Posting of Agenda 72 Hours in Advance of Meeting.

#### B. Minutes

Approval of Minutes from the Board of Directors' Regular Meeting Held November 18, 2024.

#### C. Financial

Approval of Receipt of Bills and Invoices.

#### D. Bills Exceeding Policy Limit

Approval of bills exceeding policy limit.

## E. Agreement for Afterschool Jr. Theatre Programming for Norris School District During the 2024-2025 School Year, Resolution #37-24

Staff requests Board approval of an agreement with Norris School District to provide Afterschool Jr. Theatre services during Norris' ELOP program in Spring 2025.

### F. Approval of Lease Agreement with Kern High School District for the Use of Greenacres Pool for Swim Team Practices, Resolution #38-24

Staff requests Board approval of an agreement with Kern High School District to provide the Greenacre pool facility for the Spring 2025 swim program.

#### G. Approval of 2025 Board Meeting Schedule

Approval of proposed Board dates will be the 3<sup>rd</sup> Monday of each month with the following exceptions: January 27<sup>th</sup>, February 24<sup>th</sup>, March 24<sup>th</sup> and June 23<sup>rd</sup>.

- H. Approval of Resolution #39-24 for Approval of Board Attendance Policy Approval of Resolution #39-24 for the approved Board Attendance Policy.
- I. Approval of Resolution #40-24 for Approval of Updated Employee Benefits Holiday Policy

Approval of Resolution #40-24 for the approved updated Employee Benefits Holiday Policy.

J. Approval of Retroactive Agreement for Funds Under Title III C Congregate and Home Delivered Nutrition Services between North of the River Recreation and Park District and the County of Kern, Resolution #44-24

Staff requests Board approval for funds under Title III C between North or the River Recreation and Park District and the County of Kern.

		River Recreation and Park District and the County of Kern.		
		RECOMMENDATION: Approve Consent Agenda		
		Motion Second Ayes Noes Abstain		
8.	во	ARD BUSINESS		
	A.	Election of Chairperson and Vice Chairperson for 2025		
		Motion Second Ayes Noes Abstain		
	В.	Award of Bid for Polo Community Bark Park and Landscape Improvements,		
		Resolution #41-24		
		Staff request Board approval of awarding the bid for the Polo Community Park		
		Bark Park and Landscape Improvement project.		
		RECOMMENDATION: Approve Resolution #41-24 for awarding the bid for Polo		
		Community Bark Park and Landscape Improvements.		
		Motion Second Ayes Noes Abstain		
	C.	Purchase of Irrigation Controller for Polo Community Park, Resolution #42-24		
		Staff requests Board approval for the purchasing of an irrigation controller as		
		part of the Polo Community Bark Park and Landscape Improvements project.		
		RECOMMENDATION: Approve resolution #42-24 for the purchase of an		
		irrigation controller for Polo Community Bark Park and Landscape		
		improvements.		
		Motion Second Ayes Noes Abstain		
	D.	Purchase of Site Amenities and Bark Park Equipment, Polo Community Park, Resolution # 43-24 Staff requests Bard approval for the purchasing of the site features and		
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Staff requests Bard approval for the purchasing of the site features and amenities as part of the Polo Community Bark Park and Landscape Improvements project.

		RECOMMENDATION: Approve resolution #43-24 for the purchase of site features and amenities for Polo Community Bark Park.
		Motion Second Ayes Noes Abstain
	E.	<b>Discussion and Direction of Austin Creek Donation</b> This item is for discussion and direction of Austin Creek Donation.
9.	A. B. C. D. E. F.	General Manager Capital Improvement Projects Financial Personnel Parks Division Recreation Community Services Training Reports Received and Filed.
10.	A lo	etter from Vice-President Mike Miller, Lennar Homes of California, LLC was ceived on December 13, 2024, via email and courier requesting to be distributed Board Members.
11.		ARD MEMBER COMMENTS portunity for the Board to comment on items not listed on the agenda.
	CR' JEN MA	OB SMITH YSTAL MADDEN NIFER VANALSTEIN ATT HOWARD AN SKIDMORE
12.	The	DIOURNMENT  e meeting was adjourned atp.m. to the next meeting of the Board of Directors  North of the River Recreation and Park District scheduled on January 27, 2025, 5:30

An individual who requires disability-related accommodations including auxiliary aids, modifications and/or services in order to participate in the Board meeting, or any materials required by law to be made available for inspection to the public prior to the meeting of the Board of Directors of North of the River Recreation and Park District should contact the Administrative Office at 3825 Riverlakes Drive, Bakersfield, CA 93312 or by calling (661) 392-

p.m. at the RiverLakes Ranch Community Center and District Administrative Complex.

2000 during regular business hours Monday through Friday, 8:00 a.m. through 5:00 p.m.



#### CERTIFICATE OF POSTING OF AGENDA

I, the duly appointed and acting Clerk of the North of the River Recreation and Park District Board of Directors hereby certify that a copy of the December 16, 2024, Regular Board Meeting agenda was posted at the following public places within the District on Friday, December 13, 2024, at 5:00 p.m. approximately:

RiverLakes Administrative Center, 3825 Riverlakes Drive, Bakersfield, California 93312

North of the River Recreation and Park District website at NORfun.org

The agenda and related documents were also provided to the North of the River Recreation and Park District Board of Directors on the 13<sup>th</sup> day of December 2024.

Dated this 13<sup>th</sup> day of December 2024

\_\_\_\_\_\_
Janett Miller
Clerk of the Board of Directors



## NORTH OF THE RIVER RECREATION AND PARK DISTRICT REGULAR BOARD MEETING DISTRICT OFFICE

#### **MEETING DATE November 18, 2024**

1.	<b>Call to Order</b>	Time/By:	CRYSTAL	MADDEN	@ 5:30 P.M.
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#### 2. Roll Call:

Governing Board Member Crystal Madden, Chairperson Janett Miller, Clerk Jenifer VanAlstein	Present  x x x	Absent
Bob Smith	X	
Ryan Skidmore		X
Matt Howard	X	
Staff Members Bret Haney, General Manager	X	
Wayne McArthur, Director of Finance	<u> </u>	
Esther Grijalva, Director Human Resources	X	
Steph Thisius, Director Planning and Construction	x	
Jasmin LoBasso, Director of Community Relations	x	
Lauren Cronk, Director of Recreation	X	
Mike Evans, Director of Operations and Maintenance	X	
Legal Counsel	V	
Jacob Thomasy	X	

#### 3. NOTICE OF MEETING BEING TAPED, FILMED, STREAMED OR BROADCASTED

Please be aware that a recording and broadcasting of tonight's meeting is being made and may capture images and/or sounds of those attending tonight's meeting.

#### 4. Flag Salute by: CRYSTAL MADDEN

The Flag salute will be led by North of the River Recreation and Park District Board of Directors

#### 5. Approval of Agenda

Items requiring attention after the agenda is posted may be added to the agenda with 2/3 majority approval of the Board. Items to be added will be made available to the public at the meeting.

Motion: Smith Second: VanAlstein Ayes: Smith; Madden; VanAlstein; Howard Noes: None Abstain: None

**Absent:** Skidmore

#### 6. PUBLIC COMMENTS

The North of the River Recreation and Park District Board of Directors may take official action only on items included in the posted agenda. Items addressed during the Public Comment section are generally matters not included on the agenda and, therefore, the Board will not take action at this scheduled meeting. Such items, however, may be added to a future meeting's agenda. Members of the public may address the Board on items included on the agenda in the order that the items appear. Speakers are limited to two minutes. Please state your name before making your presentation. Thank you.

People Present (see sign-in)

Υ	X	N
•	/\	

No comments

#### 7. CONSENT AGENDA

All matters listed under the Consent Agenda are deemed routine in nature. Information concerning these items has been forwarded to each Board Member prior to this meeting for their study. The Consent Agenda is acted upon in one motion unless members of the Board, staff, or public request discussion and/or removal of an item.

#### A. Posting of Agenda

Approval of Secretary Declaration of Posting of Agenda 72 Hours in Advance of Meeting

B. Minutes

Approval of Minutes from the Board of Directors' Regular Meeting Held October 21, 2024

C. Financial

Approval of Receipt of Bills and Invoices

D. Bills Exceeding Policy Limit

Approval of Bills Exceeding Policy Limit

E. Agreement for CHP to Provide Service at the 2024 Annual Christmas Parade, Resolution #35-24 Staff requests Board approval of an agreement with CHP to provide one-time law enforcement services at the Annual NOR Christmas Parade on December 14, 2024.

**RECOMMENDATION: Approve Consent Agenda** 

Motion: Smith Second: VanAlstein Ayes: Smith; Madden; VanAlstein; Howard Noes: None Abstain: None

**Absent:** Skidmore

#### 8. BOARD BUSINESS

## A. Review and Approval of Updating Employee Benefits-Holiday Full Time Policy and 2025 District Holiday Schedule

General Manager Bret Haney requests Board approval to update the Employee Benefits- Holiday Policy for full-time employees and 2025 District holiday schedule. Mr. Haney explained that the current policy only allows a full-time employee to use hours from a worked holiday schedule in 90 days. The new update will give the employee flexibility to use 64 hours maximum accrue time during the calendar

year and added 3 floating holidays will be available for full-time staff to use during a calendar year. The board will review and approve a resolution for this schedule change at the next board meeting. AFTER DISCUSSION, BOARD APROVED UPDATING EMPLOYEE BENEFITS-HOLIDAY FULL TIME POLICY AND THE 2025 DISTRICT HOLIDAY SCHEDULE

Motion: Howard Second: VanAlstein Ayes: Smith; Madden; VanAlstein; Howard Noes: None Abstain:

None Absent: Skidmore

#### B. MOU with City of Bakersfield to Install Communication Tower at Polo Park, Resolution #36-24

General Manager Bret Haney requests Board approval of installing a communication tower at Polo Park with the City of Bakersfield to improve communications around the city. Mr. Haney commented that because of the importance of the rangers communicating with law enforcement, NOR will allow the City of Bakersfield to install an 80-foot poll to improve signal at Polo Park rent free. However, the City of Bakersfield will reimburse NOR for electricity cost. Mr. Haney will get back with Board member Robert Smith regarding public notification.

AFTER DISCUSSION, BOARD APPROVED RESOLUTION #36-24 TO ALLOW MOU WITH THE CITY OF BAKERSFIELD TO INSTALL COMMUNICATION TOWER AT POLO PARK

Motion: VanAlstein Second: Howard Ayes: Madden; VanAlstein; Howard Noes: None Abstain: Smith

Absent: Skidmore

#### 9. STAFF REPORTS

#### A. General Manager

General Manager Bret Haney updated the Board that he will schedule individual meetings to discuss department projects in January including the Austin Creek project. NOR is waiting on the Batey family for final proposal. Mr. Haney also commented that at next month's meeting the Board will vote for a new chairperson and vice chairperson.

#### B. <u>Capital Improvement Projects (Steph)</u>

Director of Planning and Construction Steph Thisius referred the Board to the Board Meeting Packet for updates and highlighted Polo Community Park for the Bark Park, once checks and balances are done this item will be brought to the board. Ms. Thisius commented that NOR signed the contract for Standard Community Park and is now waiting for the state to sign it and send it back; Stockdale River Ranch is moving quickly; the sports courts are about 90 percent completed.

#### C. Financial

Director of Finance Wayne McArthur commented that the business office is in the middle of an audit.

#### D. <u>Personnel</u>

Director of Human Resources Esther Grijalva updated the Board on all open positions and mentioned that NOR will have this year's Staff Christmas Party on December 20, 2024, and the Board is more than welcome to attend. Ms. Grijalva commented that on October 24, 2024, some staff members attended the 2024 Hire Celebration Awards luncheon with the Mayor in attendance. This celebration is for employers that hire people with disabilities; NOR partners with Pathways and one of the interns that completed his one-year internship with NOR was nominated and won. Mr. Grijalva added that the Pathways intern, Salvador Murillo, was hired for a regular part time position as a Facility Attendant; NOR was also nominated for a Mayor Harvey Hall Humanitarian Award and won.

#### E. Parks

Director of Operations and Maintenance Mike Evans reported to the Board that the maintenance staff completed the roof repair and paint project at North Rosedale. Mr. Evans commented that there has been a rise in vandalism at Riverview Park restrooms; both Greenacres and Riverlakes gyms are scheduled for resurfacing during the Christmas and New Year's holidays. Mr. Evans added that the staff is currently working on proposals to repair and refinish Riverview Gym as well as replacements at North Highland Playground and shelter.

#### F. Recreation

Director of Recreation Lauren Cronk reported to the Board that Adult Basketball and Volleyball ended their season, the success of the production of The Wizard of Oz, and currently the Explorer program is serving over 870 students at Standard School District. Ms. Cronk updated the Board on the upcoming events including the Santa Letter, which she added that this year the community will be able to write letters to Santa as well as the Grinch. The NOR Jr. Theater will be performing Alice in Wonderland with 46 performances. Ms. Cronk added that the Christmas parade theme will be Christmas around the world and highlighted the Stricker family, they will be the Grand Marshal for the Christmas Parade.

#### **G.** Community Services

Director of Community Relations Jasmin LaBasso highlighted two additional sponsors for the Christmas Parade, Hall Ambulance and Raising Canes; NOR also had one donation from Cali Farms which will be part of our category prizes. Ms. LaBasso commented that one of her personal goals is to build up NOR's radio stations' relationships further with that in mind Ms. LaBasso had a meeting with SheMogul. Ms. LaBasso reported on the success of the Plant a Flag and Love your Park events.

#### H. Training

Reports Received and Filed.

#### 10. Correspondence

No correspondence was received in November.

#### 11. BOARD MEMBER COMMENTS

**Board Member: Bob Smith- no comment** 

**Board Member: Jenifer VanAlstein- No comment** 

**Board Member: Matt Howard** appreciates all the hard work Ms. Thisius puts in her reports.

Board Member: Ryan Skidmore - Absent

**Board Member: Crystal Madden- No Comment** 

#### 12. ADJOURNMENT Time: 6:21 p.m.

Adjourn to the next Regular Meeting of the Board of Directors of North of the River Recreation and Park District scheduled on December 16,2024, 5:30 p.m. at the RiverLakes Ranch Community Center and District Administrative Complex.

An individual who requires disability-related accommodations including auxiliary aids, modifications and/or services in order to participate in the Board meeting, or any materials required by law to be made available for inspection to the public prior to the meeting of the Board of Directors of North of the River Recreation and Park District should contact the Administrative Office at 3825 Riverlakes Drive, Bakersfield, CA 93312 or by calling (661) 392-2000 during regular business hours Monday through Friday, 8:00 a.m. through 5:00 p.m.





TO: Board of Directors

FROM: Wayne McArthur, Finance Director

DATE: December 16, 2024

SUBJECT: AGENDA ITEM 7.C.

Voucher List of Bills Presented to Board of Directors

The voucher list of bills presented to the Board each month is a system-generated report that compiles all vendor invoices and statements that have been approved by budget supervisors and vouched for payment in the prior month. For each payment, this report provides a detailed allocation of the budgetary codes to which the expenditure is charged. Because this is a vendor report, credit card payments are listed twice, once for the credit card vendor and once for the vendor where the credit card purchase occurred.

The attached monthly voucher list of bills is being provided for your review and comment. Should you have questions regarding specific vendor payments, additional detailed information is available and can be obtained by contacting me at the District Administrative Center at 392-2000.



TO:

**Board of Directors** 

FROM:

**Tammy Sturtevant** 

Accounts Payable Clerk

DATE:

December 16, 2024

SUBJECT:

**AGENDA ITEM 7.D.** 

Ratification of Bills Exceeding Policy Limit

The following invoices exceed the policy limit for the month of December:

#### **CAPRI**

Liability and property corverage-2<sup>nd</sup> half FY 24/25 285,611.00

#### **CAPRI**

Workers' compensation third quarter FY 24/25 152,634.75



California Association for Park and Recreation Ind 1075 Creekside Ridge Drive, Suite 240 Roseville, CA 95678-3504 (916) 722-5550

**BILL TO** 

North of the River Recreation & Park District 3825 Riverlakes Drive Bakersfield, CA 93312

DESCRIPTION AMOUNT

Second half of the annual contribution for liability and property coverage with CAPRI for Fiscal Year July 1, 2024 to June 30, 2025

285,611.00

This invoice is due by January 2, 2025. Thank you!

**BALANCE DUE** 

\$285,611.00

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Phone: (916) 722-5550 Fax: (916) 722-5715

Website: capri-jpa.org

#### December 2, 2024

TO:

**CAPRI Member Districts** 

FROM:

Matthew Duarte, Executive Director

RE:

CAPRI General Liability & Property Coverage – 2<sup>nd</sup> Half Premium Billing

#### Dear CAPRI Member:

Enclosed please find an invoice representing your District's 2nd Half of the General Liability & Property Program contribution for fiscal year 2024 – 2025.

Your remittance is due on <u>January 2, 2025</u>. Please make checks payable to CAPRI and mail to our new address at:

CAPRI 1075 Creekside Ridge Drive Suite 240 Roseville, CA 95678

We would like to thank you for your participation in CAPRI's General Liability & Property Program. If you have any questions or comments on this or anything related to CAPRI, please do not hesitate to contact us at any time.

Sincerely,

Matthew Duarte Executive Director

enclosure



California Association for Park and Recreation Ind

1075 Creekside Ridge Drive, Suite 240 Roseville, CA 95678-3504 (916) 722-5550

**BILL TO** 

North of the River Recreation & Park District 3825 Riverlakes Drive Bakersfield, CA 93312 INVOICE # 6704 DATE 12/02/2024 DUE DATE 01/02/2025

DESCRIPTION

Third quarter of the annual contribution for workers' compensation coverage with CAPRI for Fiscal Year July 1, 2024 to June 30, 2025

152,634.75

This invoice is due by January 2, 2025. Thank you!

**BALANCE DUE** 

\$152,634.75

10 104 523600 m 12/9/2024



Phone: (916) 722-5550 Fax: (916) 722-5715

Website: capri-jpa.org

#### December 2, 2024

TO:

**CAPRI Member Districts** 

FROM:

Matthew Duarte, Executive Director

RE:

CAPRI 3<sup>rd</sup> Quarter Premium Billing for Workers' Compensation Coverage

#### Dear CAPRI Member:

Enclosed please find an invoice representing your District's  $3^{rd}$  Quarter member contribution towards CAPRI's Workers' Compensation Program for the fiscal year 2024 - 2025.

Your remittance is due on <u>January 2, 2025</u>. Please make checks payable to CAPRI and mail to our address at:

CAPRI 1075 Creekside Ridge Drive Suite 240 Roseville, CA 95678

We would like to thank you for your participation in CAPRI's Workers' Compensation Program. If you have any questions or comments on this or anything related to CAPRI, please do not hesitate to contact us at any time.

Sincerely,

Matthew Duarte Executive Director

enclosure



TO: Board of Directors SUBJECT: Afterschool Jr Theatre Programming

for Norris School District

**FROM**: General Manager **DATE**: December 6, 2024

Director of Recreation

**Director of Community Relations** 

AGENDA ITEM 7.E BOARD OF DIRECTORS DECEMBER 16, 2024

**TITLE**: Agreement for Afterschool Jr Theatre Programming for Norris School District During the 2024-2025 School Year

**RECOMMENDATION**: That the Board of Directors approves Resolution #37-24 authorizing the agreement with Norris School District to provide afterschool theatre programming to students during the 2024 to 2025 school year.

FISCAL IMPACT: Payment in the amount of \$105 per participant.

PREVIOUS BOARD ACTION: There has been no previous board action.

**BACKGROUND**: North of the River Recreation and Park District (NOR) has partnered with school districts for over fifty years to provide support for afterschool on-site programming, primarily in sports. NOR has also partnered to support existing afterschool programs, including the Afterschool Explore Program with Standard School District since 2019 and the Norris ELOP Program with Norris School District in the 2023-2024 school year.

Since 2023, staff have discussed opportunities to expand programming through NOR with partner school districts, resulting in 2024 with the development of the Afterschool Jr. Theatre program and first-time implementation at Rosedale Union School District. This program is grounded in NOR's community Jr. Theatre program which has been operating since 1968 and introduces youth to theatrical concepts including auditioning, acting, dancing, rehearsing, and performing. Throughout Fall 2024, staff have met with Norris School District staff to develop the program at Norris sites as well. The Afterschool Jr. Theatre program at Norris will reach grades TK-6 and operate in 7-week at 2 school sites. Students interested in exploring more theatre will be invited to join NOR's larger community productions.

This agreement with Norris School District defines services, responsibilities, expectations, and program payment for NOR's Afterschool Jr. Theatre Programming on-site at Norris School District.

#### THE BOARD OF DIRECTORS

#### OF THE

#### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:
AFTERSCHOOL JR. THEATRE PROGRAMMING FOR NORRIS SCHOOL DISTRICT
I, Janett Miller, Clerk of the Board of Directors of the North of the River Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director and seconded by Director was duly passed and adopted by said Board of Directors at an official meeting thereof this 16 <sup>th</sup> day of December 2024 by the following vote to wit:
AYES:
NOES:
ABSENT:
ABSTAIN:
Clerk of the Board of Directors of the North of the River Recreation and Park District

#### **RESOLUTION #37-24**

WHEREAS, North of the River Recreation and Park District (NOR) operates recreational programs for youth, including a community Jr. Theatre program; and

WHEREAS, NOR has historically provided afterschool sports programming to school districts within NOR boundaries; and

WHEREAS, the Norris School District seeks to expand afterschool programming during the Expanded Learning Opportunities Program (ELOP); and

WHEREAS, the Norris School District has agreed to reimburse NOR at a rate of \$139 per student participant for Afterschool Jr. Theatre programming; and

WHEREAS, THEREFORE, BE IT RESOLVED that the Board of Directors approves the attached agreement with the Norris School District to provide Afterschool Jr. Theatre Programming and authorizes the General Manager or designee to sign said agreement.

#### AFTERSCHOOL JR. THEATRE PROGRAM AGREEMENT

This Afterschool Jr. Theatre Program Agreement (this "Agreement") is made and entered into on January 1, 2025 by and between **NORRIS SCHOOL DISTRICT**, a public school district ("SCHOOL DISTRICT") and **NORTH OF THE RIVER RECREATION AND PARK DISTRICT**, a California Special District ("NOR"). (SCHOOL DISTRICT and NOR are collectively referred to as the "Parties").

#### RECITALS

WHEREAS, SCHOOL DISTRICT seeks to provide an afterschool theatre program for students enrolled in SCHOOL DISTRICT who are in TK through sixth (collectively, the "Participants") during the course of the 2024-2025 school year;

**WHEREAS** NOR is specially trained, experienced, and competent to provide an afterschool theatre program for the benefit of the Participants; and

**WHEREAS,** SCHOOL DISTRICT believes it is in its best interest to have NOR provide staff to support an afterschool theatre program and NOR is willing to provide staff to support an afterschool theatre program pursuant to the terms of this Agreement.

#### **AGREEMENT**

**NOW, THEREFORE,** in consideration of the foregoing, the parties expressly agree and contract as follows:

- 1. <u>SERVICES; SITES</u>. SCHOOL DISTRICT shall organize, publicize, and oversee an afterschool theatre program that offers registered Participants an opportunity to engage and participate in the components of a live theatre production which components include auditioning, acting, dancing, rehearsing, and performing which will culminate with a live showcase or demonstration featuring the skills the Participants have learned (collectively, the "Services"). NOR shall provide NOR staff to provide the Services which will be offered at two (2) school sites (singularly, a "Site", collectively, the "Sites") which SCHOOL DISTRICT shall select.
- 2. <u>TERM OF AGREEMENT</u>. This Agreement will commence on January 1, 2025 and will continue until the expiration of the 2024-2025 school year unless the Agreement is terminated sooner in accordance with this Agreement.
- 3. <u>SCHEDULING OF SERVICES</u>. NOR will conduct a seven-week course (the "Course") at each Site based upon a schedule determined by SCHOOL DISTRICT which is set forth in Exhibit A attached hereto. The Course shall be offered from 3:00 p.m. through 5:00 p.m. Fridays except for school holidays or teacher in-service days, which dates will be provided to NOR by SCHOOL DISTRICT.
- 4. COURSE DESCRIPTION. The first Course will begin on January 31, 2025. The number of

Participants shall be determined by SCHOOL DISTRICT based upon SCHOOL DISTRICT and/or State of California guidelines. During each day's session, SCHOOL DISTRICT will divide the Participants into groups, each of which will rotate through NOR small group sessions which focus on different aspects of the Services. SCHOOL DISTRICT shall provide necessary staff to supervise those Participants who are not participating in the NOR rotation throughout each day's session.

#### 5. <u>SCHOOL DISTRICT RESPONSIBILITIES</u>. SCHOOL DISTRICT will be responsible for the following:

- i. Identifying the Participants at each Site with first preference given to those Participants enrolled in the Expanded Learning Opportunities Program ("ELOP");
- ii. Ensuring that only registered Participants are allowed to participate in each Course;
- iii. Providing a room at each Site with space to accommodate the Participants and the SCHOOL DISTRICT and NOR staff with sufficient room for NOR to provide the Services;
- iv. Providing and compensating a lead staff person and additional staff members as required to meet SCHOOL DISTRICT and/or State of California guidelines at each Site to provide activities and supervision for Participants when they are not involved in a rotation with NOR staff and to assist NOR staff as needed. SCHOOL DISTRICT staff shall be present at all times, regardless of ratio sufficiency, to support NOR staff while the Course is being offered;
- v. Dividing Participants into groups which will rotate through the NOR small group session focusing on different aspects of the Services; and
- vi. Providing NOR and Supervisors at the Sites with SCHOOL DISTRICT policies regarding parent complaints, injury protocol, and Site rules and regulations.

#### 6. NOR RESPONSIBILITIES. NOR will be responsible for the following:

i. Ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. NOR's responsibility shall extend to all NOR staff, regardless of whether such individuals are paid or unpaid and whether they are concurrently employed by SCHOOL DISTRICT. NOR shall not permit any employee to have any contact with Participants until NOR has verified that such employee has not been convicted of a felony, as defined in Education Code Section 45125.1. Verification of compliance with this Section shall be provided in writing to SCHOOL DISTRICT prior to each individual's commencement of employment or the provision of Services and prior to permitting contact with Participants. NOR shall be responsible for all costs associated with the requirements set forth in this Section 6(a);

- ii. Providing the curriculum and resources required to perform the Services; and
- iii. Providing a minimum of two NOR staff persons to provide the Services based upon the number of Participants in each Course offering at the Sites. NOR shall add additional NOR staff persons which NOR deems are necessary to provide the Services.
- 7. PAYMENT TERMS. SCHOOL DISTRICT will provide a roster of Participants registered for each Course within three (3) days of the commencement of each Course and pay NOR One Hundred and Five Dollars (\$105.00) for each Participant (the "Course Fee"). If additional Participants are registered in the Course after the first day, SCHOOL DISTRICT will provide the names of the registered Participants and pay an additional Course Fee for each Participant regardless of when they register. NOR will deliver to SCHOOL DISTRICT an invoice for the number of Participants for each Course offering upon completion and SCHOOL DISTRICT shall provide payment to NOR within thirty (30) days of SCHOOL DISTRICT's receipt of each Course invoice.
- 8. <u>TERMINATION OF AGREEMENT</u>. Either party may, upon thirty (30) days' written notice, with or without reason, terminate this Agreement with or without cause. Upon termination, neither Party shall have any further obligation under the terms of this Agreement except that SCHOOL DISTRICT shall be responsible for paying to NOR the Course Fee for Participants enrolled in a Course offered at the time of the termination.
- 9. NOTICES. Whenever under the terms of this Agreement the time for performance of any act fall upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. All notices, demands, requests or other communications required or permitted hereunder shall be in writing and shall be (a) personally delivered to the party to whom it is sent, effective on the date of such delivery; (b) sent via email transmission sent on business days during business hours (between 8:00 a.m. and 6:00 p.m. pacific time), effective on the date of such delivery otherwise the effective date shall be the next business day, provided that a copy of such notice along with a copy of the confirmation of such delivery is also mailed by first class mail concurrently with such email transmission; or (c) sent via overnight delivery through a nationally recognized courier service to service to the party to whom it is sent, effective on the date of the delivery of such notice to said courier for such delivery, all sent to the respective parties at the notice addresses provided below:

AFAF 3

Email: bhaney@norrecreation.org

- 10. <u>WAIVER</u>. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant or condition herein contained.
- 11. <u>SEVERABILITY</u>. If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.
- 12. <u>GOVERNING LAW</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that this Agreement is entered into and is to be performed in Bakersfield, California and accordingly, the only appropriate venue for any dispute is the Kern County Superior Court, Metropolitan Division.
- 13. <u>ATTORNEYS' FEES AND COSTS</u>. In the event of any arbitration, litigation or other dispute between the parties in connection with the interpretation, performance or enforcement of this Agreement, the prevailing party in such arbitration, litigation or other dispute shall be entitled, in addition to equitable relief or damages or both or other relief, to be reimbursed by the nonprevailing party for all costs and expenses of the arbitration, litigation, or other dispute including, without limitation, arbitration fees, court costs, expert witness fees, investigation costs and attorneys' fees and disbursements, incurred therein by such prevailing party or parties and, if such prevailing party or parties shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment. The prevailing party or parties shall be the party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, the arbitrator(s) or court, as applicable, shall determine the prevailing party.
- 14. <u>COUNTERPARTS</u>; <u>FACSIMILE/ELECTRONIC SIGNATURES</u>. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement. The Parties agree that the use of facsimile or electronically transmitted signatures for the execution of this Agreement shall be legal and binding and shall have the same full force and effect as if originally signed.
- 15. <u>SIGNATURE AUTHORITY</u>. Each party has the full power and authority to enter into and perform this Agreement and the person signing on behalf of each party has been properly authorized and empowered to enter into this Agreement.
- 16. <u>FURTHER AGREEMENTS</u>. The Parties shall execute or cause their applicable affiliates to execute such additional agreements between the Parties and/or their respective affiliates as may be reasonably necessary to effectuate the intent of this Agreement.
- 17. <u>AMENDMENT AND MODIFICATION</u>. This Agreement may be amended, modified or supplemented only by a written agreement signed by all of the Parties hereto.
- 18. <u>ENTIRE AGREEMENT OF PARTIES</u>. This Agreement sets forth the entire agreement between the parties and supersedes all other oral or written representations. This Agreement may be amended

or modified only by a written instrument executed by both parties.

19. <u>BINDING EFFECT</u>. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective legal representatives and successors, and nothing in this Agreement, express or implied, is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

NOR	SCHOOL DISTRICT
NORTH OF THE RIVER RECREATION AND PARK DISTRICT, a California Special District	NORRIS SCHOOL DISTRICT, a public school district
Ву:	Ву:
BRET HANEY	Name:
Its: General Manager	Its:

#### **EXHIBIT A**

Rotation 1 – January 31 through March 7 (7 weeks)

Rotation 2 – March 28 through May 16 (7 weeks)

6 26 AFAF



TO: Board of Directors SUBJECT: Kern High School Agreement

**FROM:** Director of Recreation **DATE:** December 12, 2024

AGENDA ITEM 7.F BOARD OF DIRECTORS DECEMBER 16, 2024

**TITLE:** Approval of Lease Agreement with Kern High School District for the Use of Greenacres Pool for Swim Team Practices

**RECOMMENDATION:** That the Board of Directors approves Resolution #38-24 authorizing the agreement with Kern High School District for the use of Greenacres Pool during the period of January 6, 2025 through May 9, 2025.

**FISCAL IMPACT**: Revenue in the amount up to \$20,700 from Kern High School District at the rate of \$115/hour of scheduled use of the pool.

**PREVIOUS BOARD ACTION:** The Board approved a joint use agreement with Kern High School District for joint use of facilities on January 31, 1995. The Board approved an annual agreement with Kern High School District specifically for the use of pools on January 21, 2020, February 22, 2021, December 20, 2021, January 23, 2023, and November 20, 2024.

**BACKGROUND:** Since 1995, Kern High School District has reserved the District's swimming pools for competitive swim teams. Annually, an agreement was developed and in 2020, legal counsel developed a written agreement. This agreement was to be approved annually by the Board and signed by the General Manager. At that time, the attached agreement was reviewed and approved by legal counsel of both agencies. It defines responsibilities and expectations of both agencies for the use of the District's pool facilities for competitive swim team practices.

In 2023, the Board requested a review of the rental rates in association with the agreement with Kern High School District for the use of the pool facility. At that time, it was determined that the 2024 contract would include a rate increase reflective of comparable rental of the pool by members of the public and to account for inflationary pressures. For 2024, the rate has been increased from \$90 to \$115, a 27% increase. This is also the same rate available to general members of the public who may rent the pool during the Aquatics season in the Summer.

Revenues from this contract support and offset a portion of the costs in maintaining the facility in its off-season as well as support aquatics activities including swim lessons, recreational swim, and lifeguard staffing support during the Summer.

#### THE BOARD OF DIRECTORS

#### OF THE

#### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:	
KERN HIGH SCHOOL DISTRICT GREENACRE POOL FACILITY AGREEMENT	
I, Janett Miller, Clerk of the Board of Director and Park District, of the County of Kern, State of Cafollowing resolution proposed by Directorwas duly passed and adopted by saimeeting thereof this 16 <sup>th</sup> day of December 2024 by	alifornia, do hereby certify that the and seconded by Director d Board of Directors at an official
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Clerk of the Board of Directors of North of the River Recreation and Park District

#### **RESOLUTION #38-24**

WHEREAS, the Board of Directors approved a joint use agreement with Kern High School District for joint use of facilities on January 31, 1995; and

WHEREAS, a new annual agreement was written and approved by legal counsel of both Districts and adopted by the Board of Directors on January 21, 2020; and

WHEREAS, the Kern High School District wishes to continue use of the Greenacres pool for swim team practice for the 2025 season;

WHEREAS, the North of the River Recreation and Park District rate associated with this contract is \$115/hour for the 2025 season;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves the attached agreement with the Kern High School District; and

BE IT FINALLY RESOLVED that the Board authorizes the General Manager to sign said agreement and other related documents.

#### LICENSE AGREEMENT FOR USE OF POOL FACILITY

This LICENSE AGREEMENT FOR USE OF POOL FACILITY (this "Agreement") is entered into as of October 31, 2024, by and between NORTH OF THE RIVER RECREATION AND PARK DISTRICT, a California Special District ("NOR") and KERN HIGH SCHOOL DISTRICT, ("KHSD").

#### **RECITALS**

WHEREAS, NOR owns the swimming pool facility located at 2014 Calloway Drive ("Greenacres Pool"), in Bakersfield, California (the "Pool Facility");

WHEREAS KHSD desires to have exclusive use of the Pool Facility during certain hours in order to conduct swim team practices and host swim meets; and

WHEREAS, NOR is willing to grant KHSD, and KHSD is willing to accept, the exclusive right to use Pool Facility during the hours and according to the terms set forth below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements, representations, and warranties contained herein, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties in good faith hereto hereby agree as follows:

#### ARTICLE I LICENSE OF RIGHTS

- Section 1.1 <u>Rights Licensed</u>. Subject to the terms of this Agreement, NOR hereby grants to KHSD, and KHSD hereby accepts, a license (the "License") to the use and occupation the Pool Facility during the times set forth in Schedule A attached hereto as Exhibit "A" to this Agreement (the "Permitted Use Times").
  - Section 1.1.1 <u>Exception to License</u>. From time to time NOR conducts water safety instructor and lifeguard certification courses at the Pool Facility which courses may conflict with the Permitted Use Times. NOR shall provide KHSD with a schedule of the courses on or before January 6, 2025, and KHSD acknowledges and agrees that NOR shall have exclusive use of the Pool Facility while the courses are conducted at the Pool Facility.
- Section 1.2 <u>Term.</u> This Agreement shall commence on January 6, 2025, and terminate on May 9, 2025, unless sooner terminated as provided herein.
- Section 1.3 <u>Payment for License</u>: KHSD shall pay to NOR the fees set forth in Schedule B attached hereto as Exhibit "B" to this Agreement (the "License Fee Schedule") for use of the Pool Facility during the Permitted Use Times. NOR will invoice KHSD, for all fees due 10 days after the termination of this Agreement. Payment in full for the term of this Agreement shall be delivered to NOR at the address for notices hereunder within forty-five (45) days of receipt of invoice from NOR.
- Section 1.4 <u>Request for Additional Use</u>: KHSD acknowledges and agrees that any use of the Pool Facility by KHSD outside the Permitted Use Times ("Additional Use") is subject to the following requirements:
  - Section 1.4.1 <u>Notice</u>: KHSD shall provide the NOR Aquatics Recreation Supervisor with a written request for the Additional Use at least ten (10) days prior to the Additional Use KHSD seeks. This notice will specify (a) the date and hours requested; and (b) the purpose for the Additional Use. NOR will utilize its best efforts to accommodate KHSD's requests for additional

- Section 1.4.2 <u>Response</u>: NOR shall have five (5) days from the receipt of the request for Additional Use to respond in writing to KHSD's request. A failure by NOR to respond to a request shall be deemed a denial of the request.
- Section 1.4.3 <u>Fee for Additional Use</u>: If the Additional Use request is granted, KHSD shall pay NOR the hourly fees for the Pool Facility according to the License Fee Schedule. Any and all Additional Use Fees shall be included in the invoice referenced in 1.3 above and payable on the same terms.
- Section 1.5 <u>Designated Representative</u>: KHSD shall designate and make known to NOR a KHSD employee (the "Designated Representative") who will be onsite at the Pool Facility at all times during the Permitted Use Times and any Additional Use (collectively, the "Use") and who shall be responsible for the following: (a) Unlocking/Locking the Pool Facility at the beginning and end of the Use; (b) Supervising the Pool Facility and all participants who are using the Pool Facility during the Use; (c) Communicating with the NOR Aquatics Recreation Supervisor regarding Additional Use requests; (d) Delivering the Pool Facility keys to the NOR Aquatics Recreation Supervisor upon termination of this Agreement; and (e) ensuring that KHSD's responsibilities pursuant to Section 1.6 and 1.7 are satisfied.
- Section 1.6 Restoration of the Pool Facility Following Use by KHSD. KHSD acknowledges, understands and agrees that it is prohibited from making any permanent alteration to the Pool Facility without the written consent of NOR. At the conclusion of any Use, KHSD shall remove all lane ropes and, if inclement weather is present or imminent, cover the pool. KHSD further agrees to ensure that all equipment used during the Use shall be kept out of walkways and doorways and that all trash is placed in the designated trash cans.
- Section 1.7 <u>Lifeguard Certifications</u>: KHSD must ensure that its lifeguards are trained to administer First Aid and Cardiopulmonary Resuscitation, pursuant to Title 22, Division 9 Chapter 1.5 of the California Code of Regulations and that they have the necessary equipment to administer services (including but not limited to rescue tubes, personal protective equipment, first aid supplies, ,etc. as required by the Red Cross). KHSD shall provide to the NOR Aquatics Recreation Supervisor copies of the lifeguard certifications for each coach present at the Pool Facility consistent with California Code of Regulations Title 22 requirements no later than January 6, 2025.

#### ARTICLE II INSURANCE, INDEMNIFICATION, AND MAINTENANCE

#### Section 2.1 Insurance.

Section 2.1.1 <u>Liability Insurance</u>. KHSD shall obtain and maintain during the term of this Agreement public liability insurance covering the NOR and KHSD's activities thereon against claims for personal injury and death in the amount of not less than Two Million Dollars and No Cents (\$2,000,000.00) for injury or death of any one (1) person, Two Million Dollars and No Cents (\$2,000.000.00) for injury or death of all persons in any one (1) accident and One Hundred Thousand Dollars and No Cents (\$100,000.00) property damage (including automobile). NOR covenants and agrees that throughout the term of this Agreement it shall insure the Pool Facility against damage by fire and comprehensive general liability insurance in such amounts as would be carried by a prudent owner of a similar aquatics facility in the geographic area.

Section 2.1.2 <u>Insurance Requirements.</u> All insurance policies carried by KHSD pursuant to this Section shall name NOR as an additional insured thereunder, and shall be payable as the interests of the parties hereto may appear. The parties hereto agree that no insurer of any interest of KHSD shall have any right of subrogation against the NOR and that any and all insurance policies carried by KHSD on the Pool Facility or any part thereof shall contain a full waiver of subrogation by the insurer against the NOR and its assigns. KHSD shall furnish to NOR a certificate evidencing the fact that the insurance described in this Section has been obtained and is in full force and effect, that NOR has been named as an additional insured, that the premiums thereon have been paid, and that such insurance cannot be canceled without thirty (30) days prior notice to NOR.

Section 2.2. <u>Indemnification by KHSD</u>. KHSD shall defend, indemnify and hold NOR harmless, from and against any and all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) KHSD's use of the Pool Facility; (b) the conduct of KHSD's activities or anything else done or permitted by KHSD to be done in or about the Pool Facility; (c) any breach or default on the performance of KHSD's duties, obligations and responsibilities under this Agreement; and/or (d) any other claim for injury, damage or liability, which are caused, by reason of any act omission, fault, or negligence, whether active or passive, of KHSD and not caused by the sole negligence or willful misconduct of NOR. NOR may participate in the defense of any claim or suit without relieving KHSD of any obligations hereunder, including attorneys' fees and costs,

Section 2.3. <u>Indemnification by NOR</u>. NOR shall defend, indemnify and hold KHSD harmless, from and against any and all costs, claims, losses, recoveries, deficiencies, injuries, liabilities, legal or administrative proceedings, and penalties, including attorneys' fees and costs, arising from or relating to the following: (a) NOR's operation or maintenance of the Pool Facility; (b) the conduct of NOR's activities or anything else done or permitted by NOR to be done in or about the Pool Facility by third parties with NOR's consent; (c) any breach or default on the performance of NOR's duties, obligations and responsibilities under this Agreement; and/or (d) any other claim for injury, damage or liability, which are caused, by reason of any act omission, fault, or negligence, whether active or passive, of NOR and not caused by the sole negligence or willful misconduct of KHSD. KHSD may participate in the defense of any claim or suit without relieving NOR of any obligations hereunder, including attorneys' fees and costs.

#### Section 2.4 <u>Maintenance of the Pool Facility</u>

Section 2.4.1 NOR's Responsibilities. KHSD acknowledges, understands and agrees that NOR has no duty, obligation or responsibility, and has made no promise to alter, decorate, improve, paint, remodel, or repair all or any portion of the Pool Facility. During the term of this Agreement, NOR shall maintain the Pool Facility in good order, condition, and repair consistent with its usual practice and KHSD hereby expressly waives the right to make repairs at NOR's cost and expense pursuant to Civil Code Section 1942 or any other applicable law.

Section 2.4.2 <u>Damage to Pool Facility by KHSD</u>. In the event of any damage to the Pool Facility that arises from KHSD's use of the Pool Facility, KHSD shall make whatever repairs and replacements as required to restore the Pool Facility to its prior condition all at KHSD's sole cost and expense without right of reimbursement from NOR. If KHSD fails to perform KHSD's duties, obligations, and responsibilities under this Section, NOR may, at its option, after ten (10) days' prior written notice to KHSD, perform such duties, obligations and responsibilities on KHSD's behalf and put the same in good order. NOR shall provide KHSD with an invoice(s) and proof of payment for the cost of such repairs and replacements and KHSD shall reimburse NOR for all such payments within forty-five (45) days from the date of the invoice(s).

#### ARTICLE III MISCELLANEOUS

Section 3.1 Notices. All notices, demands and other communications required to be given to a party hereunder shall be in writing, shall be emailed or personally delivered and shall be deemed to have been delivered (i) if delivered in person, upon delivery to a representative of a party or (ii) if emailed, on transmission of the email provided that a) the email was transmitted between the hours of 8:00 a.m. and 5:00 p.m., and b) a printed copy of the email transmitted was also deposited on the same business day the email was transmitted in the United States mail, postage prepaid, and addressed to the other party at the address provided in this Section or at such other address or addresses of which such party may give notice in accordance with the provisions of this Section:

NOR:

NORTH OF THE RIVER RECREATION

AND PARK

Attn: Bret Haney

Its: General Manager

3825 Riverlakes Drive

Bakersfield, California 93312

Email Address: bhaney@norrecreation.org

KHSD:

KERN HIGH SCHOOL DISTRICT

Beauly Stan Greene

Its: Director, Support Services

Bakersfield, California,

Email Address:

- Section 3.2 <u>Further Assurances</u>. In addition to the actions specifically provided for elsewhere in this Agreement, NOR and KHSD agree to execute or cause to be executed and to record or cause to be recorded such other agreements, instruments and other documents, and to take such other actions, as reasonably necessary or desirable to fully effectuate the intents and purposes of this Agreement.
- Section 3.3 <u>Relationship of the Parties</u>. This Agreement shall not be construed to place the parties in the relationship of legal representatives, partners, joint venturers or agents of or with each other. No party shall have any power to obligate or bind the other party in any manner whatsoever, except as specifically provided herein.
- Section 3.4 <u>Third Party Beneficiaries</u>. Except for the indemnification rights under this Agreement in Section 2.2, the provisions of this Agreement are solely for the benefit of the parties hereto and their respective successors and permitted assigns, and are not intended to confer upon any person, except the parties hereto and their respective successors and permitted assigns, any rights or remedies hereunder.
- Section 3.5 <u>Assignment</u>. This Agreement and the license granted hereby shall be non-assignable and any purported assignment in violation of this Agreement shall be void. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- Section 3.6 <u>Waiver of Defaults</u>. Waiver by any party hereto of any default by the other party hereto of any provision of this Agreement shall not be construed to be a waiver by the waiving party of any subsequent or other default, nor shall it in any way affect the validity of this Agreement or prejudice the rights of the other party thereafter to enforce each and every such provision. No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

License Agreement For Use Of Pool Facility

- Section 3.7 <u>Severability</u>. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby, so long as the legal substance of the transactions contemplated hereby, as the case may be, is not affected in any manner adverse to any party hereto or thereto. Upon such determination, the parties hereto shall negotiate in good faith in an effort to agree upon a suitable and equitable provision to affect the original intent of the parties hereto.
- Section 3.8 <u>Attorneys' Fees</u>. In any action hereunder to interpret or enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees in addition to any other recovery hereunder, whether incurred before or at trial or on appeal.
- Section 3.9 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules thereof to the extent such rules would require the application of the law of another jurisdiction. The parties also agree that the Pool Facility is located in and this Agreement is made and to be performed in Kern County, California, and therefore the only proper venue for any litigation shall be the Kern County Superior Court, Metropolitan Division.
- Section 3.10 <u>Entire Agreement</u>. This Agreement, as well as any other agreements and documents referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements, negotiations, discussions, understandings, writings, commitments and conversations between the parties with respect to such subject matter.
- Section 3.11 <u>Amendments</u>. No provisions of this Agreement shall be deemed amended, modified or supplemented by any party hereto, unless such amendment, supplement or modification is in writing and signed by the authorized representative of the party against whom it is sought to enforce such amendment, supplement or modification.
- Section 3. 12 Force Majeure. Force Majeure Events: Notwithstanding anything to the contrary contained in this agreement, NOR shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of any public authority, and other causes beyond their control. The Contractor waives any right of recovery against NOR and the Contractor shall not charge results of "acts of God" to NOR, its officers, employees, or agents.

(Signatures on Following Page)

# SCHEDULE A PERMITTED USE TIMES

Centennial High School

4pm to 6pm (Monday to Friday)

# SCHEDULE B LICENSE FEE SCHEDULE

\$125/hour or any portion thereof

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

NOR:	KHSD:
NORTH OF THE RIVER RECREATION AND PARK DISTRICT, a California	KERN HIGH SCHOOL DISTRICT, a California
Special District	DocuSigned by:
Ву:	By: Michael Zulfa
Name: Bret Haney Its: General Manager	Name: Mike Zulfa Its: Superintendent
iis. General ivianager	
	DocuSigned by:
	By: Richard J. Ruiz
	Name: Richard J. Ruiz
	Its: Director, Business Services
	DocuSigned by:
	Stan Greene
	By: 42057D21508C4C7 Name: Stan Greene
	Its: Director, Support Services

PJO/NOR/NOR-KHSDPOOLLICENSEAGMT.FINAL



**TO**: Board of Directors **SUBJECT**: 2025 Board Meeting Schedule

FROM: General Manager DATE: December 11, 2024

AGENDA ITEM 7.G. BOARD OF DIRECTORS DECEMBER 16, 2024

TITLE: 2025 Board Meeting Schedule

**BACKGROUND**: Each year, staff prepares the annual North of the River Recreation and Park District Board Meeting schedule. The meetings are generally scheduled for the third Monday of each month, unless the third Monday falls on a holiday and for special circumstances. Due to holidays, the January and February 2025 meetings will be moved to the fourth Monday. During the California Park & Recreation Society Conference (CPRS), the March 2025 meeting will be moved to the fourth Monday. To allow an additional week for budget development and presentation preparation the June 2025 meeting will be moved to the fourth Monday.

The attached calendar provides the proposed dates for the 2025 Board Meeting schedule.

# **2025 BOARD MEETING SCHEDULE**

January 2025									
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May 2025									
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June 2025									
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July 2025							
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August 2025									
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October 2025									
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November 2025								
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December 2025							
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28	29	30	31				

# **Proposed Dates:**

01/27/25 – Monday 02/24/25 – Monday 03/24/25 – Monday 04/21/25 - Monday 05/19/25 - Monday 06/23/25 - Monday 07/21/25 - Monday 08/18/25 - Monday 09/15/25 - Monday 10/20/25 - Monday 11/17/25 - Monday 12/15/25 - Monday

#### THE BOARD OF DIRECTORS

#### OF THE

#### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:

APPROVAL OF BOARD ATTENDANCE POLICY

I, Janett Miller, Clerk of the Board of Directors of the North of the River
Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_ and seconded by Director\_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 16th day of December 2024 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors of the North of the River Recreation and Park District

#### **RESOLUTION #39-24**

WHEREAS, the Board of Directors adopted a District Policy Manual in July 2009; and

WHEREAS, all meetings of the Board of Directors shall be held in compliance with the Ralph M. Brown Act; and

WHEREAS, the District recognizes adoption of a Board Attendance policy provides accountability and efficiency for District business;

NOW, THEREFORE, BE IT RESOLVED the North of the River Recreation and Park District Board of Directors approve the Board Attendance Policy; and

BE IT FINALLY RESOLVED that the policy effective upon approval of the North of the River Recreation and Park District Board of Directors and upon distribution of the policy to NOR sites, District supervisors and posting of the policy on the District's server.

#### THE BOARD OF DIRECTORS

#### OF THE

#### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

APPROVAL OF UPDATED EMPLOYEE BENEFITS HOLIDAY POLICY

I, Janett Miller, Clerk of the Board of Directors of the North of the River
Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_\_ and seconded by Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 16<sup>th</sup> day of December 2024 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors of the North of the River Recreation and Park District

#### **RESOLUTION #40-24**

WHEREAS, the Board of Directors adopted a District Policy Manual in July 2009; and

WHEREAS, all meetings of the Board of Directors shall be held in compliance with the Ralph M. Brown Act; and

WHEREAS, the District recognizes adoption of an updated Employee Benefits Holiday Policy provides flexibility and efficiency for conducting District business;

NOW, THEREFORE, BE IT RESOLVED the North of the River Recreation and Park District Board of Directors approve the updated Employee Benefits Holiday Policy; and

BE IT FINALLY RESOLVED that the policy effective upon approval of the North of the River Recreation and Park District Board of Directors and upon distribution of the policy to NOR sites, District supervisors and posting of the policy on the District's server.



TO: Board of Directors

SUBJECT: Title III C Congregate and Home

Delivered Nutrition Services Agreement

FROM: General Manager DATE: December 11, 2024

Director of Finance

AGENDA ITEM: 7.J. BOARD OF DIRECTORS DECEMBER 16, 2024

**TITLE:** Approval of Retroactive Agreement for Funds Under Title III C Congregate and Home Delivered Nutrition Services between North of the River Recreation and Park District and the County of Kern

**RECOMMENDATION:** That the Board of Directors adopts Resolution #44-24 approving retroactive agreement with the County of Kern to provide nutrition services for elderly persons.

**FISCAL IMPACT:** The District will receive \$449,707 in total grant funding for the full term of the agreement which ends June 30, 2025, to operate the Nutrition Services Program.

**PREVIOUS BOARD ACTION:** The Board has approved agreements with the County of Kern Aging and Adult Services since 1984 to operate the Nutrition Services Program.

**BACKGROUND:** North of the River Recreation and Park District provides programs and services for senior citizens including but not limited to transportation, special interest classes, home delivered meals, dances, and sit-down nutritional meals. Since 1978, the District has received funds through the Kern County Aging and Adult Services for the Senior Nutrition Program.

#### THE BOARD OF DIRECTORS

#### OF THE

#### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:

APPROVAL OF RETROACTIVE AGREEMENT FOR FUNDS UNDER TITLE III-C
CONGREGATE AND HOME DELIVERED NUTRITION SERVICES
BETWEEN NORTH OF THE RIVER RECREATION AND PARK
DISTRICT AND THE COUNTY OF KERN

I, Janett Miller, Clerk of the Board of Directors of the North of the River
Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_\_ and seconded by
Director \_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 16th day of December 2024 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors of the

#### **RESOLUTION #44-24**

North of the River Recreation and

Park District

WHEREAS, the Congress of the United States has made certain funds available under Title III-C of the Older Americans Act, as amended, for the purpose of providing nutrition services to elderly persons; and

WHEREAS, the California Department of Aging has designated the Kern County Office on Aging and Adult Services for Planning Services Area No. 33 which has responsibility for preparing a plan for providing nutrition services to the elderly; and

WHEREAS, the Kern County Office on Aging and Adult Services has prepared a plan for services for the elderly which includes provisions for nutrition service programs in Bakersfield; and

WHEREAS, California Public Resources Code Section 5780 et seq. governing the powers and operation of the North of the River Recreation and Park District authorized said District to enter into agreements with public and private agencies in support of carrying out a comprehensive program of services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of North of the River Recreation and Park District as follows:

- 1. Approval and authorization is hereby granted for the District to enter into retroactive agreement for funding and operation of nutrition services for the elderly under Title III of the Older Americans Act; and
- 2. Certification is extended to the effect that the District understands and will comply with all applicable regulatory and contractual provisions of governing federal, state, and local authorities; and
- 3. Assurance that the District has or will have available adequate matching funds from a non-federal source to comply with funding regulations is hereby provided; and
- 4. Certification is granted that the District recognizes the needs of the community and the Kern County Office of Aging and Adult Services and will make every good faith effort to satisfy these needs; and
- 5. The General Manager is hereby appointed as Agent of North of the River Recreation and Park District for purposes of signing and executing all documents including, but not necessarily limited to, applications, budgets, agreements, amendments, and related forms as may be necessary for the execution of the proposed community service program.

# AGREEMENT FOR TITLE III C SENIOR NUTRITION SERVICES

Independent Contractor
(County –North of the River Recreation and Park District)

This Agreement ("Agreement") is entered into on \_\_\_\_\_\_\_, by and between the County of Kern, a political subdivision of the State of California, (hereinafter "County") and, North of the River Recreation and Park District (hereinafter "Contractor"), with its principal place of business located at 3825 Riverlakes Drive, Bakersfield CA 93314.

# CONTRACTOR'S UEI NUMBER: LT82KML4R5K5

#### **RECITALS**

- a. The Congress of the United States has made certain funds available under Title III and Title VII of the Older Americans Act of 1965, as amended, (herein "Act") for the purpose of funding services to older individuals.
- b. The State of California (herein "State") has designated the California Department of Aging (herein "CDA") as the single State agency responsible for the administration of all programs funded pursuant to the Act.
- c. CDA has designated the Kern County Aging and Adult Services Department (herein "AASD") as the Area Agency on Aging (herein "AAA") for this area (Planning and Services Area #33) and has approved the County's Area Plan for providing services to the elderly.
- d. County and the State of California, through CDA, have entered into an agreement which provides that the State will provide County with funding from federal and State sources to enable County to implement its Area Plan.
- e. Contractor represents that it is qualified and willing to provide certain services to the elderly in a cost effective manner pursuant to the terms of this Agreement.

#### **AGREEMENT**

County and Contractor mutually agree as follows:

#### 1. **DEFINITIONS**

- a. "Title III C-1 (Congregate Nutrition Services)" means nutrition services for older individuals in a congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA) and comply with the Older Californians Nutrition Program Menu Guidance. To be an eligible Title III C-1 congregate site, the site must meet all of the following criteria: [22CCR 7638.1, 7638.5, 7638.7(a), 7638.11]
  - 1. Be open to the public [45 CFR 1321.53(b)(3)]
  - 2. Not means test [OAA § 315(b)(3)]
  - 3. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4)] [22CCR 7638.9]
  - 4. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f), 45 CFR 75.403(f)]

- b. "To-Go-Meals" means meals that are picked up by individuals 69 years of age or older (or their agent) or delivered to individuals 60 years of age or older who are not comfortable dining in congregate meal settings.
  - 1. C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as a restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
  - 2. C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
- c. "Title III C-2 (Home Delivered Nutrition Services)" means nutrition services provided to frail, homebound, or isolated older individuals including meals, nutrition education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI), comply with the most current Dietary Guidelines for Americans (DGA), and comply with the Older Californians Nutrition Program Menu Guidance. [22 CCR 7135, 22 CCR, 7638.7(c),]
- d. The term "Agreement" shall mean this Agreement, all attachments, exhibits, specifically referenced materials, amendments hereto, and Contractor's proposal and budget.
- e. AAA" means the Area Agency on Aging (County of Kern, Aging and Adult Services Department.)
- f. "Cal. Civ. Code" means California Civil Code
- g. "CCR" means California Code of Regulations.
- h. "State" and "Department" means the State of California and the California Department of Aging (CDA) interchangeably.
- i. "Cal. Gov. Code" means California Government Code.
- j. "HSC" means California Health and Safety Code.
- k. ""PC" means California Probate Code.
- I. "Cal. Pub. Con. Code" means California Public Contract Code.
- m. "CRFC" means the California Retail Food Code, which is a uniform statewide health and sanitation standard for food facilities, found in Section 113700 et seq., California Health and Safety Code.
- n. "CFR" means Code of Federal Regulations.
- o. "Contractor" means the Contractor awarded funds under this Agreement and accountable to the AAA for use of these funds, and responsible for executing the provisions for services of this Agreement. As used in the Agreement, 'Contractor' is considered to be a 'sub-recipient' of funds for purposes of state and federal laws concerning expenditure of grant funds.
- p. "UEI" means the Unique Entity ID a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in

- SAM.gov now require use of the new Unique Entity ID.
- q. "OMB" means the federal Office of Management and Budget.
- r. "GC" means Government Code.
- s. "In-kind Contribution" means the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- t. "Matching Contribution" means local cash and/or in-kind contributions by the Contractor, subcontractor, or other local resources that qualify as match for the contract funding. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds.
- u. "Non-Matching Contribution" means local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions. (e.g., federal funds, overmatch, etc.)
- v. Nutrition Education means an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.
- w. Nutrition Services Incentive Program (NSIP) means the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
- x. "OSHA" means the Occupational Safety and Health Administration
- y. "OAA" means Older Americans Act
- z. "Program" means a State funded program contained in Chapter 1097 of the Statutes of 1996.
- aa. "Program income" shall mean revenue generated by the Contractor or subcontractor from contract-supported activities.
- bb. "Program Requirements" means Title III program requirements found in the OAA [42 USC 3001-3058]; the Code of Federal Regulations [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
- cc. "Reimbursable item" also means "allowable cost" and "compensable item".
- dd. "Subcontractor" shall mean a legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
- ee. "USC" means United States Code.

- ff. "HHS" means United States Department of Health and Human Services.
- gg. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.
- hh. "Elderly persons" or "Older Individual" shall mean a person aged sixty (60) or older.
- ii. "Eligible service population" for Title III C means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low income minority older individuals, older individuals with Limited English Proficiency, and older individuals residing in rural areas. [OAA, Section 305 (a)(2)(E)] [Title 22, CCR, Sections 7125, 7127, 7130, and 7135].
  - 1. Individuals eligible to receive a meal at a congregate nutrition site are:
    - i. Any older individual
    - ii. The spouse of any older individual
    - iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided
    - iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
    - v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b)(1) and OAA 339(H)]
  - 2. Individuals eligible to receive a home-delivered meal are individuals who are:
    - i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 CFR 1321.69(a)].
    - ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual.
    - iii. An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.
- jj. The term "Focal Point" means a facility that encourages the maximum collocation and coordination of services for older individuals. Community Focal Points so designated in the Area Plan are shown in Exhibit D, COMMUNITY FOCAL POINTS LIST, which is attached hereto and incorporated herein by this reference.
- kk. Except to the extent modified or supplemented by this Agreement or any agreement between CDA and County, any term defined in Title III and VII of the Older Americans Act of 1965, as amended, (42 U.S.C. Section 3001, et seq.), its implementing regulations (45 CFR Section 1321, et seq.) and CDA's Title III/VII Program Manual shall have the same meaning when used herein.
- II. In the event of conflict between the provisions set forth in the Contract Terms and Conditions of this Agreement and the Scope of Work, Proposal, or Area Plan, the provisions listed in the Contract Terms and Conditions shall prevail.
- mm. The terms and conditions of federal awards and other requirements have the following order of precedence, if there is any conflict in what they require:

- 1. The Grant Terms and Conditions.
- 2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
- 3. If applicable, the Older Californians Act and other California State codes and regulations.
- 4. The Agreement and this Program Guide.
- 5. Program Memos and other guidance issued by CDA.
- Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at

https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html.

# 2. TERM

The term of this Agreement shall be July 1, 2024 through June 30, 2025. Contractor has been previously awarded the right to contract for Title III C Nutrition Services for County fiscal years 2024/2025 through 2027/2028. It is required that a new Agreement be completed each fiscal year to reflect the revised funding levels and the revised scope of work. AASD may negotiate modifications or revisions to assure that all necessary service/program requirements are covered. In the event a provider does not perform satisfactorily (as determined by AASD) throughout the fiscal year, AASD may choose not to extend the contract term, and AASD may terminate the contract in accordance with the termination provisions of the contract. In such an event, AASD may initiate an RFP process to locate a new provider for the geographical region. Funding is contingent upon the availability of State, federal, and County funds.

# 3. SERVICES AND STAFFING TO BE PROVIDED BY CONTRACTOR

- a. Contractor shall operate a project in accordance with 22 CCR § 7638, which will provide the services, program activities and related units of service as described in the Scope of Work (Exhibit A), which is attached hereto and incorporated herein by this reference.
- b. Contractor shall provide adequate staff to meet Contractor's obligations under this Agreement and shall list by program category, all full and part-time employees, inkind and volunteer positions in the Budget documents (Exhibits B and C), which are attached hereto and incorporated herein by this reference.
- c. Contractor shall provide services only to the defined eligible service population.
- d. The Contractor shall annually assess each Title III C-1 and C-2 client's nutrition risk using the Determine Your Nutritional Risk checklist published by the Nutrition Screening Initiative. [OAA §339(2)(J)] [OAA §207(a)(3)]
  - 1. Title IIIC intake forms must include the DETERMINE Your Nutritional Risk Health checklist questions and scoring as indicated in the Title IIIC Intake and Assessment Forms Guide.
- e. To ensure all data is collected for the unmet need as requested by the U.S. Legislature, Contractor, either as a direct service provider or through a subcontractor must develop and implement a Wait List policy and procedure. The policy and procedure must include provisions for: prescreening individuals to determine eligibility; managing applicants' placement on and removal from the Wait List; periodically reviewing the eligibility and identified needs of applicants on the Wait List; and assigning priority for enrollment based on Wait List.

# 4. PROJECT DIRECTION, MONITORING AND REVIEW

- a. AAA, or CDA may monitor, assess or audit Contractor's facilities, project, records, reports and/or procedures at any reasonable time during regular business hours.
- b. Contractor's personnel shall attend meetings as are reasonably required for purposes of information sharing or training. AAA shall make every effort to schedule said meetings so that they shall not interfere with Contractor's normal day-to-day operations.
- c. Contractor shall provide AAA, in a timely manner, the statistical and other information, which AAA requires in order to meet the planning, coordination, evaluation and reporting requirements of the CDA.
- d. Contractor shall insure that no information about, or obtained from, any member of the eligible service population, receiving services hereunder, is voluntarily or otherwise disclosed in any form that identifies a member of the eligible service population without first obtaining the written consent of such persons.

#### 5. FISCAL OBLIGATIONS

- a. In consideration of Contractor's satisfactory performance of duties under this Agreement, County shall pay, and Contractor shall accept as payment in full, an amount not to exceed \$449,707 in accordance with EXHIBIT F "FUNDING DESCRIPTION", which is attached hereto and made a part hereof, for the twelve (12) month term beginning July 1, 2024 and ending June 30, 2025.
- b. All funds shall be spent in accordance with Contractor's approved budget documents (Exhibits B, and C). The AAA reserves the right to refuse payment to Contractor or later disallow costs for any expenditure which is found to be not in compliance with, be unrelated to, or inappropriate for, program activities, which has inadequate supporting documentation, or where prior approval was required, but was either not requested or not granted.
- c. This Agreement shall be effective only in the event CDA approves funding to implement County's Aging and Adult Services Department Area Plan for fiscal year 2024-2025.
- d. This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions which may affect the provisions, terms, or funding of this Agreement in any manner.
- e. If the State Legislature or Congress does not appropriate sufficient funds for this program, this Agreement shall be amended to reflect any reduction in funds.
- f. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time, by either party, by giving at least ninety (90) days prior written notice to the other party in accordance with the NOTICE provisions, herein.
- g. Program Income means revenue generated by the Contractor or the Subcontractor from contract-supported activities and may include:
  - 1. Voluntary contributions received from a participant or other party for

- services received.
- 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
- 3. Royalties received on patents and copyrights from contract-supported activities.
- 4. Proceeds from the sale of goods created under CDA grant funds.
- h. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
- i. If, as a result of advanced non-federal funds, the funds earn interest, that interest shall be identified as income to the program and used for program expenditures. Contractor may keep interest amounts earned on advances of federal funds up to \$500 per year for Local Government Agencies and non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to AASD Accounting. [2 CFR 200.305(b)(9)] and [45 CFR Part 75.305(b)(9)]
- j. The contractor must maintain advance payments of federal awards in interest bearing accounts, unless the following apply:
  - 1. The contractor receives less than \$120,000 in federal awards per year.
  - 2. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
  - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
  - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- k. Upon termination, cancellation, or expiration of this Agreement, or dissolution of Contractor, Contractor shall return to AAA immediately upon written demand, any funds provided under this Agreement which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of Contractor.
- I. Contractor's Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. It shall include, at a minimum, the following items:
  - 1. Direct and overhead costs.
  - 2. Monthly, weekly, or hourly rates, as appropriate, and all personnel classifications, together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
  - 3. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
  - 4. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified. Equipment/Property with a per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in Contractor's approved Budget.

- m. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).
- n. Payments by AAA shall be made to Contractor in accordance with the CDA Program Manual(s) and County procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail. Copies of such procedures are available through the AAA.
- o. During the contract period, the County may advance funds based on an analysis of current cash needs. The County may advance the Contractor a total not to exceed 1/12 of the total contract amount. The AAA will recapture all monies advanced by reducing each monthly claim by an equal amount, such that all advances will be recaptured by the end of the fiscal year (June 30).
- p. Contractor shall not use any funds under this Contract to pay the salary or expenses of any individual who is engaged in activities designed to influence legislation or appropriations pending before the Congress or the State Legislature. In addition, no funds paid to Contractor through this Agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that the Contractor is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 USCS section 201, et seq. or applicable State law.
- q. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractors Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs [45 CFR 75.2]. Contractors requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
- r. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".
- s. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

#### In State:

 Mileage/Per Diem (meals and incidentals)/Lodging http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

Out of State: http://hrmanual.calhr.ca.gov/home/manualitem/1/2201

This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is

obtained from the State. [SCM 3.17.2.A(4)] Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

- t. A reasonably proportionate share of the costs of audits required by and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
  - Any costs when audits required by the Single Audit Act and 2 CFR and 45 CFR
     Subparts F- Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

#### 6. SERVICE CONTRIBUTIONS

Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]

- a. The Contractor for any Title III or Title VII-A services shall not use means tests.
- b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
- c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall be non-coercive.
- d. Each service provider will:
  - 1. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
  - 2. Clearly inform each recipient that there is no obligation to contribute, and that the contribution is purely voluntary.
  - 3. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution.
  - 4. Establish appropriate procedures to safeguard and account for all contributions.
  - 5. Use all collected contributions to expand the services for which the contributions were given to supplement (not supplant) funds received under this Act.
  - 6. Comply with provisions for voluntary contributions in Section 4.4; [OAA §325(b)] and
  - 7. The nutrition services provider must develop a suggested amount. When developing this contribution amount, the income ranges of the older individuals in the community and the provider's other sources of income shall be considered. [CCR 7638.9.(b)]
    - i. Title III C-1: Post signage indicating the suggested contribution for eligible individuals, and the guest fee for non-eligible individuals, near the contribution

- container at each congregate meal site. The guest fee shall cover all meal costs. [CCR 7638.9.(c)]
- ii. Title III C-2: Notify C-2 clients of the suggested contribution amount and methods for making voluntary contributions.

# 7. PERFORMANCE STANDARDS

- a. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
- b. Contractor shall promptly establish and maintain services in accordance with the Scope of Work (Exhibit A) and shall remain ready, willing and able to provide such services to all members of the eligible service population within its service area throughout the term of this Agreement.
- c. In the event that the service units delivered by Contractor are less than 85% of the number of service units required by the AAA, the AAA may reduce the payment of grant funds in the ensuing quarter in proportion to the reduction in the level of services delivered by Contractor. If Contractor's under performance occurs during the final quarter of the current fiscal year (April 1, 2025 to June 30, 2025), the amount of the payment reduction as calculated in accordance with this subdivision shall constitute a liability of Contractor which is payable to AAA. Should Contractor's operations cease for a period of three (3) consecutive months in any given budget year, this Agreement shall be automatically terminated. Budgeted units of service may not be adjusted during a contract period without prior written approval from AASD.
- d. Contractor shall specify the manner in which Contractor intends to satisfy the service needs of members of the eligible service population with greatest social and economic need; older individuals providing care and support to persons with mental retardation and related developmental disabilities (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001), consistent with the requirements of Section 305(a)(2)(E) of the OAA, which assure that preference also will be given to low-income minority individuals and older individuals residing in rural areas. [OAA Section 373 (c)(2)]
- e. Contractor shall, with the consent of the older individual, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances, which place the older individual, or the household of the older individual, in imminent danger.
- f. Contractor shall create and maintain an emergency preparedness plan and Contractor shall, when feasible and appropriate, make arrangements for the availability of services to members of the eligible service population in weather or disaster related emergencies.
- g. Contractor shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CRFC).
- h. Contractor shall create and utilize, as needed, a participant grievance policy which follows the procedures detailed in Title 22, Division 1.8, Chapter 3, Article 5, § 7400-7406 of the California Code of Regulations.
- Contractor shall assist participants in taking advantage of benefits under other programs.

- j. Contractor shall assure that all services funded under this Agreement are coordinated with other appropriate services in the community, to ensure that these services do not constitute an unnecessary duplication of services provided by other sources.
- k. Contractor shall perform monthly surveys of eligible client population to ensure client satisfaction with menus and services performed under this Agreement

# 8. CAPITAL ASSET EQUIPMENT

- a. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or State funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used to further the purpose of the Act by Contractor, said equipment shall remain with and continue to be used by Contractor subject to AAA's written consent.
- b. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- c. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
  - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
  - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
  - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- d. Intangibles are property which lack physical substance but give valuable rights to the-owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- e. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to the AAA annually with the Closeout, in electronic form a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property, unless otherwise directed by the AAA.

The Contractor shall record the following information when property is acquired:

1. Date acquired

- 2. Item description (include model number)
- 3. CDA-issued tag number or other tag identifying it as State of California property
- 4. Serial number (if applicable).
- 5. Purchase cost or other basis of valuation.
- 6. Fund source.
- f. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from the AAA for all reportable property as defined in item c of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until the AAA obtains approval from the CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.
- g. Contractor must remove all confidential, sensitive or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- Any loss, damage, or theft of equipment shall be investigated and fully documented.
   The Contractor shall promptly notify the AAA and shall provide copies of investigative documentation and police reports as required by the AAA/CDA.
- i. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- j. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the AAA regarding the final disposition of the property.
- k. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the AAA. The AAA reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- I. To exercise the above right, no later than 120 days after termination of the Agreement or notification of the Contractor's dissolution the AAA will issue specific written disposition instructions to the Contractor.
- m. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

- 1. Another State program providing the same or similar service
- 2. Another State-funded program
- n. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the AAA. As a condition of the approval, the AAA may require reimbursement under this Agreement for its use.
- o. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- p. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

#### 9. FACILITY CONSTRUCTION OR REPAIR

- a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and/or shall include such provisions in any applicable agreements with subcontractors:
  - 1. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 3145] [29 CFR 3].
  - 2. Davis-Bacon Act [40 USC 3141 et seq.] [29 CFR 5].
  - 3. Contract Work Hours and Safety Standards Act [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8].
  - 4. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60].
- b. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law.
- c. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from the AAA before making any fund or budget transfers between construction and non-construction.

#### 10. LAWS AND REGULATIONS

a. AAA and Contractor shall comply with the provisions of the Act, any amendments thereto, federal and State regulations now or hereafter enacted pursuant to the Act, applicable provisions of CDA's Title III / VII Program Manual and of the Sub-Grant Award conditions between CDA and County, and any other statute, regulation or guideline applicable to this program. AAA, and Contractor agree to administer this program in accordance with this Agreement and with all applicable local, State, and federal laws including, but not limited to, wages, hours of employment, and occupational safety, as well as all applicable fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement. Contractor shall abide by all emergency orders by any federal, state, or local entity. The Contractor shall use the California Statewide Guidelines in the provision of OAA legal services. AAA, and Contractor further agree to resolve all issues using good

- administrative practices and sound judgment. Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- b. Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to the appropriate governmental agencies.
- c. If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
  - 1. Clean Air Act as amended [42 USC 7401]
  - 2. Federal Water Pollution Control Act as amended [33 USC 1251 et seq.]
  - 3. Environmental Protection Agency Regulations [40 CFR 29] [Executive Order 11738].
  - 4. State Contract Act [Cal. Pub. Con. Code § 10295 et seq.]
  - 5. Unruh Civil Rights Act [Cal Pub. Con Code § 2010]
- d. Contractor shall assure the CDA that it will abide by the Drug-Free Workplace Act of 1990, by signing the Drug-Free Workplace Certification, STD.21.

# 11. LOBBYING CERTIFICATION

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including sub-grants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that sub-recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this Agreement 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.

# 12. PROHIBITIONS

- a. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.
- b. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.
- c. Kern County Administrative Bulletin No. 19 Free Speech Policy is attached as Exhibit G.

# 13. <u>DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS</u>

- a. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
  - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
  - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 4. Have not within a three (3) year period preceding this Agreement had one (1) or more public transactions (federal, State, or local) terminated for cause or default.
  - 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- b. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

#### 14. NONDISCRIMINATION IN PROVIDING SERVICES AND EMPLOYMENT

a. Contractor shall provide services to any person determined to be eligible to receive program services pursuant to the provisions of the Act unless such person is considered to be a source of disruption to other persons receiving services or is not capable of benefiting from such services.

- b. In providing services to the elderly, Contractor shall not discriminate against or deny service to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, and shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall also ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- C. Contractor shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42) USC 2000e, et seg.), as amended by the Equal Opportunity Act of March 24, 1972, as amended (20 U.S.C. Section 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section794, which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination 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 nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. Sections 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. Section 43601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.
- d. Equal Access to Federally Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964). Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d: 45 C.F.R. Part 80), which prohibits recipients of federal financial assistance from discrimination against persons based on race color, religion or national origin.
- e. Equal Access to State Funded Benefits, Programs and Activities. Contractor shall, unless exempted, ensure compliance with the requirements of Government Code § 11135, et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
- f. Contractor assures the County and the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Section 12101, et seq.)
- g. The signatures affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
- h. Proof of age or citizen ship shall not be required as a condition of receiving services.

#### 15. IMMIGRATION REFORM AND CONTROL ACT

Contractor acknowledges that Contractor and all subcontractors hired by Contractor to perform services under this Agreement are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

# 16. <u>NEGATION OF PARTNERSHIP</u>

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

#### 17. TERMINATION

- a. County may terminate performance of work under this Agreement, in whole or in part, without cause, if County determines that a termination is in the County's best interest. County may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Contractor shall submit to County/AASD a Transition Plan as specified in Section 25 of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.
- b. County may terminate, in whole or in part, for cause the performance of work under this Agreement. County may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Contractor shall submit to County/AASD a Transition Plan as specified in Section 25 of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:
  - 1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
  - 2. A violation of the law or failure to comply with any condition of this Agreement.
  - 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

- 4. Failure to comply with reporting requirements.
- 5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
- 6. Delinquency of payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
- 7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation, proceedings by or against the Contractor.
- 8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
- 9. The commission of an act of bankruptcy.
- 10. Finding of debarment or suspension. [Section 13]
- 11. The Contractor's organizational structure has materially changed.
- 12. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.
- c. After receipt of a Notice of Termination, and except as directed by County, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

#### The Contractor shall:

- 1. Stop work as specified in the Notice of Termination.
- 2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
- 3. Terminate all subcontracts to the extent they relate to the work terminated.
- 4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).
- d. Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.
- e. In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give County Notice of Intent to Terminate. Such notice shall be given in writing to County at least ninety (90) days prior to the proposed termination date. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The contractor shall submit a Transition Plan in accordance with Section 25 of this Agreement.

#### 18. Information Confidentiality and Security

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of the AAA pursuant to Contractor's Agreement with AAA and the CDA Program Guide (located at:

https://aging.ca.gov/Providers and Partners/Area Agencies on Aging/).

(Such personal, confidential, and sensitive information is referred to here as AAA/CDA

PSCI.) CDA, AAA and the Contractor desire to protect their privacy and provide for the security of AAA/CDA PSCI pursuant to this section of the Program Guide and in compliance with state and federal laws applicable to AAA/CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the Contractor in furtherance of the Agreement and services provided in accordance with the CDA Program Guide. The Contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding AAA/CDA PSCI.

#### a. Definitions

- 1. Breach:
  - i. the unauthorized acquisition, access, use, or disclosure of AAA/CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
  - ii. the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or
  - iii. the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
- 2. Confidential Information: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
- 3. Disclosure: the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- 4. PSCI: "personal information", "sensitive information", and "confidential information" (as these terms are defined herein).
- 5. Personal Information: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
  - i. Notice-Triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.
  - ii. Protected Health Information (PHI): The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
- 6. Public Information: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).
- 7. Security Incident:
  - i. A breach or attempted breach; or
  - ii. The attempted or successful unauthorized access, disclosure,

- modification, or destruction of AAA/CDA PSCI, in violation of any state or federal law or in a manner not permitted under the CDA Program Guide: or
- iii. the attempted or successful modification or destruction of, or interference with, the Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of AAA/CDA PSCI; or
- iv. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- 8. Sensitive Information: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

#### b. Disclosure Restrictions

The Contractor shall protect AAA/CDA PSCI from unauthorized disclosure. The Contractor shall not disclose, except as otherwise specifically permitted by the Agreement and the CDA Program Guide, any AAA/CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

- The Contractor and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The Contractor agrees to provide the same, or greater, level of protection to CDA data that would be required if the Contractor were a Business Associate under HIPAA, regardless of whether the Contractor is or is not a Business Associate.
- To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to AAA/CDA PSCI covered under the CDA Program Guide beyond those provided through HIPAA, Contractor agrees:
  - To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
  - ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.

- iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of AAA/CDA PSCI, as defined in Section 3.11.1 of the CDA Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
- iv. If the Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

#### c. Use Restrictions

The Contractor shall not use any AAA/CDA PSCI for any purpose other than performing the Contractor's obligations under the Agreement and the CDA Program Guide.

#### d. Safeguards and Security

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of AAA/CDA PSCI including electronic AAA/CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The Contractor's administrative, technical, and physical safeguards shall include, at a minimum:

# 1. Technical Security Controls:

The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <a href="https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final;">https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final;</a> updates will be available online at <a href="https://csrc.nist.gov/publications/sp800">https://csrc.nist.gov/publications/sp800</a>.

#### 2. Removable Media Devices:

All electronic files that contain AAA/CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

#### 3. Patch Management:

The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.

#### 4. Confidentiality Statement:

All people that will be working with AAA/CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must

be signed by all people prior to accessing AAA/CDA PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.

# 5. Transmission and Storage of PSCI:

All persons that will be working with AAA/CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.

# 6. Minimum Necessary:

Only the minimum necessary amount of AAA/CDA PSCI required to perform necessary business functions applicable to the terms of the CDA Program Guide may be used, disclosed, copied, downloaded, or exported.

#### 7. Antivirus Software:

All workstations, laptops and other systems that process and/or store AAA/CDA PSCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

#### 8. Data Security:

AAA/CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

#### e. Employee Training

All persons who assist in the performance of functions or activities on behalf of CDA, or access or disclose AAA/CDA PSCI, must complete information privacy and security training, at least annually, at the Contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

#### f. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

# g. Background Check

Before a person may access AAA/CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following

contract termination.

# 1. Mailing:

Mailings of AAA/CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of AAA/CDA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDA to use another method is obtained.

# 2. Security Officer:

The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDA. Mitigation of Harmful Effects: The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PSCI and other confidential information in violation of the requirements of the CDA Program Guide.

3. Access to, and Accounting For, Disclosure of PSCI:

The Contractor shall document and make available to CDA or (at the direction of CDA) to an Individual such disclosures of AAA/CDA PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

#### h. Access to Practices, Books, and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of CDA available to CDA upon reasonable request.

#### i. Special Provision for SSA Data

If the Contractor receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the Contractor shall provide, upon request by CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to CDA.

#### j. Breaches and Security Incidents

The Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

#### Notice to CDA:

The Contractor shall notify CDA immediately by email or telephone of the discovery of:

- Unsecured AAA/CDA PSCI if the AAA/CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
- ii. Any suspected security incident which risks unauthorized access to

AAA/CDA PSCI and/or other confidential information.

- iii. Any intrusion or unauthorized access, use, or disclosure of AAA/CDA PSCI in violation of this Agreement; or
- iv. Potential loss of confidential data affecting this agreement.
- v. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: https://aging.ca.gov/Information security/
- vi. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of AAA/CDA PSCI, the Contractor shall take:
  - (a) Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
  - (b) Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.
- 2. Investigation of Security Incident or Breach
  The Contractor shall immediately investigate such security incident, breach, or
  unauthorized use or disclosure of AAA/CDA PSCI.
- 3. Complete Report

The Contractor shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the Contractor shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the Contractor's corrective action plan.

i. If the Contractor does not submit a complete report within the ten (10) working day timeframe, the Contractor shall request approval from CDA within the ten (10) working day timeframe of a new submission timeframe for the complete report.

#### 4. Notification of Individuals

If the cause of a breach is attributable to the Contractor or its agents, the Contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

- 5. Responsibility for Reporting Breaches to Entities other than CDA If the cause of a breach of AAA/CDA PSCI is attributable to the Contractor or its subcontractors, the Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.
- 6. Submission of Sample Notification to Attorney General:
  If notification to more than 500 individuals is required pursuant to California Civil
  Code section 1798.29, regardless of whether the Contractor is considered only
  a custodian and/or non-owner of the AAA/CDA PSCI, the Contractor shall, at its
  sole expense and at the sole election of CDA, either:
  - i. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
  - ii. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

#### k. Contact Information

To direct communications to the above referenced CDA staff, the Contractor shall initiate contact as indicated herein. AAA reserves the right to make changes to the contact information below by giving written notice to the AAA who will notify Contractor.

AAA Director	AAA Contract Monitoring Information Security Officer
Kern County Aging and Adult Services	Kern County Aging and Adult Services
5357 Truxtun Avenue	5357 Truxtun Avenue
Bakersfield, CA 93309	Bakersfield, CA 93309
661-868-1000	661-868-1000

# I. Responsibility of AAA

CDA agrees to not request the Contractor use or disclose PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

#### m. Audits, Inspections, and Enforcement

1. CDA Right to Inspect:

From time to time, CDA may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The Contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems, and procedures does not relieve the Contractor of its responsibility to comply with this ICSR section.

Notification to CDA in Event the Contractor is Subject to Other Audit:
 If the Contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement and/or the CDA Program Guide or is the subject of any judicial

or administrative proceeding alleging a violation of HIPAA, the Contractor shall promptly notify CDA unless it is legally prohibited from doing so.

#### n. Miscellaneous Provisions

#### 1. Disclaimer:

CDA makes no warranty or representation that compliance by the Contractor with the CDA Program Guide will satisfy the Contractor's business needs or compliance obligations. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of AAA/CDA PSCI and other confidential information.

#### 2. Amendment:

- 1. Any provision of the Agreement or the CDA Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the Agreement and/or the CDA Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties
- 2. Failure by the Contractor to take necessary actions required by amendments to the Agreement and/or the CDA Program Guide shall constitute a material violation.

#### 3. Assistance in Litigation or Administrative Proceedings

The Contractor shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the Contractor (except where the Contractor or its subcontractor, workforce employee, or agent is a named adverse party).

#### 4. No Third-Party Beneficiaries

Nothing in the CDA Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

# 5. Interpretation

The terms and conditions in the CDA Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of the CDA Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

#### 6. No Waiver of Obligations

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. Return or Destruction of AAA/CDA PSCI on Expiration or Termination
At expiration or termination of the Agreement, if feasible, the Contractor shall
return or destroy all AAA/CDA PSCI that the Contractor still maintains in any
form and retain no copies of such information. If return or destruction is not
feasible, CDA and the Contractor shall determine the terms and conditions

under which the Contractor may retain the PSCI.

8. Data Sanitization
All AAA/CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the AAA/CDA PSCI is no longer

9. Survival

needed.

If return or destruction of AAA/CDA PSCI is not feasible upon the completion or termination of the Agreement, the respective rights, and obligations of the Contractor under this Section shall survive the completion or termination of the Agreement between the Contractor and CDA. The Contractor shall also limit further uses and disclosures of AAA/CDA PSCI to those purposes that make the return or destruction of the information infeasible.

#### 19. COPYRIGHTS AND RIGHTS IN DATA

- a. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section e of this Article.
- b. The Contractor may request permission to copyright material by writing to the Director of County, who may then submit a request to the Director of CDA. The Director of CDA shall grant permission or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
- d. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- e. The Contractor shall not publish or transfer any materials, as defined in paragraph f below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by County. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client specific.
- f. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

- g. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- h. The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:
  - The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
  - 2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.
- i. All press releases or any program advertisement utilizing the California Department of Aging (CDA) logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. The Contractor should email the draft press release to the designated Kern County Aging and Adult Services (KCAASD) staff member representative at least twenty-eight (28) days in advance of the announcement or event. The KCAASD staff member will email the draft press release to communications@aging.ca.gov and copy the appropriate CDA Program team.
- j. The Contractor must coordinate media and kick-off events with KCAASD, who will coordinate with the CDA Office of Communications.
- k. If Agreement funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from KCAASD before publication or production. KCAASD will request approval from the CDA Office of Communications. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate KCAASD representative will coordinate this process with CDA. Materials will be submitted by KCAASD to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum twenty (20) business day approval period.

#### 20. LICENSES

Contractor and its personnel shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits and certificates required by all applicable local, State, and/or federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder.

# 21. REPORTS, RECORDS AND AUDITS

- a. <u>Reports</u>: Contractor shall submit informational reports as required by CDA or AAA concerning program and fiscal activities. The reports will be submitted in a format (electronic and/or written), as required by the CDA or AAA. Periodic reports will be required identifying and tracking unmet needs for the nutrition program (congregate and home delivered) and projected costs associated in addressing these unmet needs.
- b. <u>Program Records</u>: Contractor shall maintain adequate program records of services provided in sufficient detail to permit an evaluation of services and accountability of

expenditures. All program records shall be retained for a minimum of five years following expiration or termination of this Agreement, or until County, CDA, State and/or federal audit findings applicable to such services are fully resolved, whichever is later. All program records shall be retained by Contractor at its address as set forth herein and during such retention period shall be made available at reasonable times to authorized CDA, AAA, or other federal, State or local representatives for the purposes of project review and/or fiscal audit. In addition to requirements set forth under this paragraph, Contractor shall comply with any additional project report requirements of CDA or AAA.

- C. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles and the procedures set out by the CDA. Entries in all financial records shall identify and track the categorical sources of revenue and income for the purposes of which each is intended as identified in the Budget (Exhibits B and C). Such records shall also identify all costs by each category of program activity by each line item identified on said budget. All financial records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, utilization records, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs shall be made in accordance with the provisions of CDA's Title III/VII Program Manual and the Fiscal Management Manual for AAA Service Providers. All financial records shall be retained for a minimum of five years following expiration or termination of this Agreement or until CDA and all other federal and State audit findings are fully resolved, whichever is later. All financial records shall be retained by Contractor at its address as set forth herein and during such retention period shall be made available at reasonable times to authorized CDA or other State or federal representatives for the purpose of inspection or audit.
- d. <u>Preservation of Records</u>: Within forty-eight (48) hours after Contractor's facility is closed or Contractor discontinues operations, Contractor shall notify AAA in writing and make arrangements for the preservation of the project and financial records in accordance with subsections b and c, above.
- e. <a href="Audit Reports">Audit Reports</a>: Contractor agrees to participate in the single audit required of the Contractor in accordance with Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] and all other federal and State requirements. The specific requirements for documentation may be obtained from AAA upon request. If Contractor obtains audits for their agencies, they shall provide AAA with two (2) copies of their audit. Copies of the completed audit shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine months after the end of the audit period. Contractor shall permit CDA and County, access to all audit reports and work papers of independent auditors of Contractor and subcontractors. CDA and County shall have the option to perform audits and/or additional work as needed. Audits to be performed shall be, minimally, financial and compliance audits and may include economy and efficiency and/or program results audits.

For the purposes of reporting, the Contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate

program name, identifying grant/contract number, and as passed through the California Department of Aging.

The following closely related programs identified by CFDA number are to be considered as an "other cluster" for purposes of determining major programs or whether a program-specific audit may be elected. The Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

93.041	Special Programs for the Aging-Title VII-A, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
93.042	Special Programs for the Aging-Title III B & VII-A, Chapter 2 Long Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
93.042	American Rescue Plan, 2021, Long Term Care Ombudsman Older Americans Act Title VII Ombudsman
93.043	Special Programs for the Aging-Title III, Part D-Disease Prevention and Health Promotion Services (Title III D).
93.043	American Rescue Plan, 2021, Preventative Health Older Americans Act Title III D
93.044	Special Programs for the Aging-Title III, Part B-Grants for Supportive Services and Senior Centers (Title III B).
93.044	American Rescue Plan, 2021, Supportive Services Older Americans Act Title III B
93.045	Special Programs for the Aging-Title III, Part C-Nutrition Services (Title III C).
93.045	American Rescue Plan, 2021, Congregate Meals Older Americans Act Title III C1 and Home Delivered Meals Title III C2
93.052 93.052	National Family Caregiver Support Program-Title III, Part E American Rescue Plan, 2021, Family Caregivers Older Americans Act Title III E
93.053	Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for federal awards provided to its subcontractors that meet the definition of "cluster of programs." When designating an "other cluster," a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A "cluster of programs" shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75, Requirements], Audits of States, Local Governments, 45 CFR 75

- Appendix V to part 75 F. 1 and Non Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.).
- f. Financial Closeout Reports: Contractor shall provide AAA with two copies of an annual Closeout Report within fifteen (15) days following the fiscal year end. Attached to each Closeout Report shall be a financial statement and a reconciliation of the Profit and Loss Statement to the Closeout report The Closeout Report shall be prepared in a form acceptable to AAA.
- g. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, employee salary and benefits records, contracts, agreements, letters of agreement, insurance documentation, Memoranda and/or Letters of Understanding and patient records, Financial Closeout Report to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with support documentation, and electronic files) of its activities and expenditures hereunder and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor: (1) until an audit of the July 1, 2024 through June 30, 2025 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the CDA's Audit and Risk Management Branch, or (2) for such longer period, if any, as is required by applicable statute or by any other clause of this Agreement.
- h. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified earlier in this Agreement.
- i. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of AAA.
- j. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by AAA/CDA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by AAA/CDA during the audit resolution process.
- k. Contractor agrees that the CDA shall have the right to review, obtain, and copy all records pertaining to the administrative, fiscal and program performance under this Agreement. Contractor agrees to provide CDA with any relevant information requested and shall permit CDA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Government Code section 8546.7, et seq. Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement.
- I. Any duly authorized representative of the federal or State government, which includes

but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and subcontractors under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to AAA, who will provide notice to Contractor. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

- m. Contractor shall submit informational reports as required by the California Department of Aging (CDA) or County concerning program and fiscal activities. Reports shall be submitted in a format, (electronic and/or written) as required by the CDA or AAA. Contractor shall prepare and submit to the County by the 20th of the month a Claim for Payment, Revenue and Expense Report, and all back up pertaining to Revenue and Expenditures for the previous month's activity. By the 15th of each month all-previous month's statistical information is to be submitted to the AAA in the required format.
- n. If during the term of this Agreement, the total funds awarded equal or exceed \$10,000, Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.
- o. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.
- p. UEI Number and Related Information
  - 1. The Unique Entity Identifier changed from the DUNS Number to the Unique Identity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to County prior to the execution of this Agreement. Business entities may register for a UEI number at https://sam.gov/content/duns-uei.
  - 2. The Contractor must register the UEI number and maintain an "Active" status within the federal system for Award Management available online at https://www.sam.gov/portal/SAM/#1.
  - If County cannot access or verify "Active" status the Contractor's UEI information, which is related to this Agreement on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

#### 22. <u>INDEMNIFICATION</u>

Contractor agrees to indemnify, defend and hold harmless the State and County, their agents, officers and employees, volunteers and authorized representatives from and against all suits, claims, actions, proceedings, demands, liability, costs and charges, legal expenses and other

costs in the form of damages or penalties levied against the County, or any of its agents, officers, directors and employees in any way caused by the Contractor, or any person acting for or on Contractor's behalf, occasioned by the operations which are the subject of this Agreement.

#### 23. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

#### 24. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

#### 25. TRANSITION PLAN

- a. The Contractor shall submit a transition plan to the County/AASD within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Section 17 of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the County/AASD and shall at a minimum include the following:
  - 1. A description of how clients will be notified about the change in their service provider.
  - 2. A plan to communicate with other organizations that can assist in locating alternative services.
  - 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
  - 4. A plan to transfer any confidential medical and client records to the County.
  - 5. A plan to dispose of confidential records in accordance with applicable laws and regulations.
  - 6. A plan for adequate staff to provide continued care through the remaining term of the agreement.
  - 7. A full inventory and plan to dispose of, transfer, or return to the County all equipment purchased during the entire operation of the Agreement.
  - 8. Additional information as necessary to effect a safe transition of clients to other community service providers.
- b. The Contractor shall implement the transition plan as approved by the County. The County will monitor the Contractor's progress in carrying out all elements of the transition plan.
- c. If the Contractor fails to provide and implement the transition plan as required under Section 17 of this Agreement, the Contractor will implement a transition plan submitted by County to the Contractor following the Notice of Termination.

#### 26. SEVERABILITY

Should any part, term portion or provision of this Agreement be finally decided to be in conflict with any law or the United States or the State of California, or otherwise be unenforceable or

ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

#### 27. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the Department's Contract Coordinator. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. The Contractor shall promptly deliver to the Department's Contract Coordinator a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the Department's Contract Coordinator not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement in the event Contractor has employees who may perform any services pursuant to this Agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Contractor shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Contractor shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

- b. Liability Insurance Requirements:
  - (1) Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
    - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed

Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile Liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Contractor, at Contractor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Contractor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases.

This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- d. All insurance shall be issued by a company, or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.
- f. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Contractor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Contractor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Contractor. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

#### 28. FIDELITY BOND

a. All of Contractor's officers, employees and agents handling or having access to funds (other than petty cash) received or disbursed by Contractor pursuant to this agreement shall be covered by a blanket fidelity bond in an amount not less than \$10,000 for each officer, employee and agent. Contractor shall notify in writing County's Aging and Adult Services Department if the bond is canceled or reduced, in which event the County may withhold further payment until proper coverage has been obtained.

b. In instances where Contractor is a public agency and wishes to meet the Blanket fidelity Bond requirements by self-bonding or wishes to have the bond requirement waived by County, County shall be provided with detailed documentation of Contractor's provisions for coverage or rationale for requesting a waiver. Decisions regarding the adequacy of self-bonding or whether to grant a waiver of this requirement shall be made by the Director of the Aging and Adult Services Department in consultation with County's Risk Management Manager.

#### 29. INTEGRATION

The body of this Agreement, together with the exhibits attached hereto, and specifically referenced materials, express the entire understanding of the parties with respect to this Agreement. Amendments to this Agreement shall be formally approved and executed in writing by the parties hereto prior to becoming effective.

#### 30. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Section 1090, et seq., and Section 87100, et seq. of the Government code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100, et seq. during the term of this Agreement.

#### 31. COVENANT AGAINST CONTINGENT FEES

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
- **b.** For breach or violation of this warranty, AAA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

#### 32. BUDGET REVISION

Internal budget revisions (Revisions to Exhibits B and C), which reflect a change in funding between the programs funded with the Older Americans Act Grant, but not a change in the total amount of the Older Americans Act Grant as provided in paragraph 5.a. above, may only be made administratively by the written consent of the Director of the County's AAA and the Contractor. Such budget changes and revisions shall not be retroactive.

#### 33. AMENDMENTS

- a. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- b. Any provision of this Agreement or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement and/or the Program Guide shall be

effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

- c. Failure by the AAA to take necessary actions required by amendments to this Agreement and/or the Program Guide shall constitute a material violation.
- d. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

#### 34. NOTICE

All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

#### TO COUNTY:

Jeremy Oliver, Director Kern County Aging & Adult Services Department 5357 Truxtun Avenue Bakersfield, CA 93309

#### **TO Contractor:**

Bret Haney, General Manager North of the River Recreation and Park District 3825 Riverlakes Drive Bakersfield, CA 93314

[The remainder of this page was intentionally left blank]

**IN WITNESS TO WHICH,** each party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

APPROVED AS TO CONTENT: Aging and Adult Services Department	COUNTY OF KERN
By: Jeremy Oliver  Jeremy Oliver, Director	By: Chairman, Board of Supervisors
Date: 11/22/2024	Date:
APPROVED AS TO FORM: Office of the County Counsel	NORTH OF THE RIVER RECREATION AND PARK DISTRICT
By: Kathleen Rivera, Chief Deputy County Counsel	By: Brut Hawy Bret Haney, General Manager
Date: 11/22/2024	Date: 11/22/2024
	"CONTRACTOR"

# EXHIBIT "A" Scope of Work JULY 1, 2024, THROUGH JUNE 30, 2025

# TITLE III C NUTRITION SERVICES

SERVICE CATEGORY:	Congregate Meals (C-1)
CDA SERVICE DESCRIPTION:	A meal provided to an eligible individual in a congregate group setting, that meets all the requirements of the Older Americans Act and State/Local laws and assures a minimum one-third of the Dietary Reference Intake and shall comply with Dietary Guidelines for Americans.
UNIT MEASURE:	1 Meal
REPORTING REQUIREMENTS:	Registered- Unduplicated client counts by characteristic and service units.
NUMBER OF UNDUPLICATED CLIENTS TO BE SERVED THIS PERIOD:	114
UNITS OF SERVICE TO BE PROVIDED THIS PERIOD:	28,400

SERVICE CATEGORY:	Congregate Meals (C-1)- Non-Registered
CDA SERVICE DESCRIPTION:	A meal provided to an eligible volunteer or the spouse of an eligible client in a congregate group setting that meets all the requirements of the Older Americans Act and State/Local laws.
UNIT MEASURE:	1 Meal
REPORTING REQUIREMENTS:	Non-registered- Estimated unduplicated client counts and service units.
ESTIMATED NUMBER OF UNDUPLICATED CLIENTS TO BE SERVED THIS PERIOD:	27
ESTIMATED UNITS OF SERVICE TO BE PROVIDED THIS PERIOD:	6,750

SERVICE CATEGORY:	Home-Delivered Meals (C-2)						
CDA SERVICE DESCRIPTION:	A meal provided to an eligible individual in their place of residence, that meets all of the requirements of the Older Americans Act and State/Local laws, assures a minimum one-third of the current Dietary Reference Intake, and shall comply with Dietary Guidelines for Americans.						
UNIT MEASURE:	1 Meal						
REPORTING REQUIREMENTS:	Registered- Unduplicated client counts by characteristic and service units.						
NUMBER OF UNDUPLICATED CLIENTS TO BE SERVED THIS PERIOD:	380						
UNITS OF SERVICE TO BE PROVIDED THIS PERIOD:	94,620						

SERVICE CATEGORY:	Home-Delivered Meals (C-2)- Non-Registered
CDA SERVICE DESCRIPTION:	A meal provided to an eligible volunteer or the spouse of an eligible client in their place of residence that meets all the requirements of the Older Americans Act and State/Local laws.
UNIT MEASURE:	1 Meal
REPORTING REQUIREMENTS:	Non-registered- Estimated unduplicated client counts and service units.
ESTIMATED NUMBER OF UNDUPLICATED CLIENTS TO BE SERVED THIS PERIOD:	5
ESTIMATED UNITS OF SERVICE TO BE PROVIDED THIS PERIOD:	1,240

TYPE OF SERVICE: Title III C Senior Nutrition Program

**PROVIDER:** North of the River Recreation and Park District (NOR)

**Congregate Meals (C-1)** Services are provided in a group setting and consist of the procurement, preparation, transportation and serving of meals, as well as nutrition education and counseling.

**Home-Delivered Meals (C-2)** Services are provided to seniors who are homebound due to illness, disability, or who are otherwise isolated. Services consist of the procurement, preparation, and delivery of meals, as well as nutrition education and counseling.

#### **MANAGEMENT/STAFFING SUMMARY**

The Senior Services Manager is the point of contact for any administrative issues the funding agency might have with the District. The Manager oversees staff responsible for implementing the primary functions of the nutrition programs. These staff are directly involved in ensuring that compliance and quality assurance issues are being addressed.

The title and functions of these supervisors include:

Head Cook/Kitchen Manager: Assures that the program is following all grant requirements related to food, safety, and sanitation issues. The Head Cook works closely with a Registered Dietician contracted by the District.

Recreation Specialist: Assures that proper 100X Registration of new participants takes place daily in a customer friendly manner.

Registered Dietician: A Registered Dietician contracted by the District provides nutrition education and staff in-service training on a quarterly basis. The Registered Dietician will approve monthly menus, perform quarterly kitchen assessments, and visit congregate sites. Nutrition counseling is provided based on requests from individual participants.

Nutrition Education for Home Delivered Meal participants is achieved by delivering flyers with nutrition related information on a quarterly basis. For Congregate participants, nutrition education is provided quarterly through public speakers and providing educational material.

#### **DESCRIPTION OF SERVICE DELIVERY**

The kitchen staff does batch cooking when preparing meals to assure that the quality and nutritional value of the food is not compromised by being cooked too early and held too long.

The District's Congregate Nutrition program is based on a reservation system. A participant wanting to have lunch on any given day must have a reservation for lunch on that day. Reservations can be made one day in advance. Once the kitchen receives the meal count, they prepare enough food based on that count.

The suggested donation for congregate meals is \$2.00. A fee of \$5 will be charged for individuals under 60.

#### Home Delivery Meals Nutrition Program

The Home Delivered Meals intake procedure, to determine eligibility for the program, begins by using the mandated 100X intake form. Participants in this program must be 60 years of age or older, frail, and homebound by reason of illness, disability, or who are otherwise isolated. A doctor's note is requested for any potential Home Delivered Meal client between the ages of 60 and 80 years. The note must state for what purpose the individual needs to be on home delivered meals.

Each month clients of the Home Delivered Meal program receive a friendly donation reminder in the mail. The letter notes how many meals the client received during the month and suggests a \$2.00 donation for each meal received. This is the only time the client hears from NOR regarding a suggested donation. There are no follow-up calls or additional letters sent.

A case file is established for each home delivery meal client. The client file is updated whenever contact with the client occurs. This will include quarterly assessments, phone calls, home delivery concerns/issues or observations from home delivery drivers.

# **SERVICE AVAILABILITY**

Congregate meals are provided in a group setting five days a week, except for County Holidays. The District provides Congregate Meals at the following site.

Rasmussen Senior Center 115 E. Roberts Lane Bakersfield, CA

Home delivered meals are provided five days a week, except for County Holidays. If the NOR agency Holiday schedule differs from the County Holiday schedule, shelf stable meals are delivered the day prior to the NOR agency Holiday.

#### **LOCATION OF FACILITY**

All meals for the Congregate and Home Delivered Meal programs are prepared at the central kitchen located at:

Rasmussen Senior Center 115 E. Roberts Lane Bakersfield, CA 93308

	FXHIBIT B											
Revised: 05/2021 (Version 1.4)			_		_					PAGE 1		
	BUDGI	ET FOR TI	TLE III C-1	CONGRE	GATE NUT	RITION SE	RVICES					
SERVICE PROVIDER :	North of the Riv	er Recreation a	nd Park District									
ADDRESS:	3825 Rivertakes	Drive, Bakersfie	eld, CA 93312					PRO.	JECT PERIOD:	FY 2024/25		
SUMMARY OF EXPENDITURES	5			RY SERVICE	ACTIVITY AN	D RESOURCE						
		MEA					/ERY	OTHER	COSTS	ONE-TIME	TOTAL BU	IDGETED
COST CATAGORY	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)	CASH	IN-KIND
PERSONNEL	316,453	171,702	54,500	90,251	0	0	0	0	0	0	261,953	54,500
TRAVEL	0	0	0	0	0	0	0	0	0	0	0	0
TRAINING	350	350	0	0	0	0	0	0	0	0	350	0
EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0
FOOD COSTS	86,600	86,600	0		F-124 10					0	86,600	0
CONSULTANTS	5,430	5,430	0	0	0	0	0	0	0	0		0
OTHER COSTS	38,336	15,800	4,380	0	1,056	0	0	0	17,100	0		22,536
NUTRITION EDUCATION	1,000	1,000	0	0	0	0	0	0	0	اه		0
INDIRÉC DEXPENSES (10% Max)	0	0	0	0	0	0	0	0	0	اه	0	0
TOTAL DIRECT COSTS	448, 169	280.887	58,880	90.251	1.056	0	0	0	17 100	0	371 133	
UNITS OF SERVICE		200,002	20,000	70,231	1,030		-		17,100	U	3/1,133	77,030
COST PER UNIT	15.73	9.86	2.07	3.17	0.04	0.00	0.00	0.00	0.60	0.00	13.02	2.70
	BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES  SERVICE PROMBRE : North of the River Net reaction and Find Critical  ADDRESS: 3075 Overticates Diver, Balanchield, CA 93132 PROJECT PERIOD. FY 2024/25  MARRY OF EXPENDITURES  T. CATAGORY  9.00.CET  1. CATAGORY  9.00.CET  9.00.CET											
RULES - OUT OF BALANCE BY	0	0	0	0	0	0	0	0	0	0	0	.0
SUMMARY OF RESOURCES												
				ADMINIS	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME	TOTAL BI	JDGETED
RESOURCE CATAGORY	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)	CASH	IN-KIND
TOTAL ALL RESOURCES	448,169	280,882	58,880	90,251	1,056	0	0	0	17,100	0	371,133	77,036
PROJECT INCOME CURRENT	34,485	34,485									34,485	0
NSIP FUNDS	25,503	25,503									25,503	0
NON-MATCH	114,968	90,519	4,380	19,013	1,056	0	0	0	0		109,532	5,436
MATCH	71,600	0	54,500	0	0	0	0	0	17,100		0	71,600
COUNTY GRANT AWARD	0	0		0					198		0	0
STATE GRANT AWARD	39,572	39,572						į .			39,572	0
SPECIAL NUTRITION FUNDS	0	0		0				i			0	0
FEDERAL GRANT AWARD	162,041	90,803		71,238							162,041	0
TOTAL GRANT AWARD	227,116							TOTAL MEALS		28,500		
1 F Second	1111						4					
BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES												
AUTHORIZED SIGNATURE					DATE	110027						
Warne McHathur	Directo	rof F	-					TO THE DOTAL		997, 703		
PRINT IN ME AND TITLE	-13 -1-108		MUPICE									

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# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES ALLOCATION OF CONTRIBUTIONS TO PROGRAM ACTIVITIES

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **NON-MATCHING CONTRIBUTIONS**

		ME	ALS	ADMINIS	TRATION	DELIVERY		OTHER	COSTS	
SOURCE OF CONTRIBUTIONS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	
VOLUNTEERS (IN-KIND)	0									
Building	5,436		4,380		1,056					
General Fund	109,532	90,519		19,013						
	0									
	0									
	0									
	0									
	0									
	0									
TOTAL	114,968	90,519	4,380	19,013	1,056	0	0	0	0	

# **MATCHING CONTRIBUTIONS**

		ME	ALS	ADMINIS	TRATION	DELIVERY		OTHER	COSTS				
SOURCE OF CONTRIBUTIONS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND				
VOLUNTEERS (IN-KIND)	54,500		54,500										
Utilities	17,100								17,100				
Sponsorships	0												
	0												
	0												
	0												
	0												
	0												
	0												
TOTAL	71,600	0	54,500	0	0	0	0	0	17,100				

Revised: 05/2021 (Version 1.4)

# **BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES**

#### **BUDGET III C-1 MANAGEMENT INFORMATION DATA**

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

ELIGIBLE MEALS		PERCENT BY RESOUR	CES	COST PER SENIOR MEAL		
NUMBER OF SERVING DAYS	250	PROJECT INCOME	7.7%	BY COST CATEGORY	COST PER MEAL	
NUMBER OF SENIOR MEALS	28500	NSIP FUNDS	5.7%	PERSONNEL, PAID	\$9.191	
SENIOR MEALS 7/1 -9/30		NON-MATCH	25.7%	PERSONNEL, IN-KIND	\$1.912	
SENIOR MEALS 10/1 - 6/30		MATCH	16.0%	TRAVEL AND TRAINING	\$0.000	
		COUNTY GRANT AWARD	0.0%	EQUIPMENT	\$0.000	
		STATE GRANT AWARD	8.8%	FOOD	\$3.039	
		FEDERAL GRANT AWARD	36.2%	CONSULTANTS	\$0.191	
MISCELLANEOUS DAT	Ā	TOTAL RESOURCES	100.0%	6 OTHER COSTS \$		
NUMBER OF SITES	1	ACTIVITY COSTS AS PERCEN	T OF TOTAL	TOTAL COSTS	\$15.678	
NUMBER OF PAID PERSONNEL	9	MEALS COST	75.8%			
NUMBER OF IN-KIND PERSONNEL	18	PROGRAM MANAGEMENT COSTS	20.4%	PROGRAM ACTIVITY COST	COST PER MEAL	
NO. OF MEAL PREPARATION SITES	1	DELIVERY	0.0%	MEAL COST	\$11.921	
		OTHER COSTS	3.8%	ADMINISTRATION	\$3.204	
		ONE-TIME-ONLY COSTS	0.0%	DELIVERY	\$0.000	
		TOTAL COSTS	100.0%	OTHER COSTS	\$0.600	
				ONE-TIME-ONLY COSTS	\$0.000	
				TOTAL PROJECT COSTS	\$15.725	
				GRANT SHARE OF COSTS	\$7.969	

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# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES PAID PERSONNEL (SCHEDULE 1A)

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# SALARIES, BENEFITS, ETC.

		ME	ALS	ADMINIST	FRATION	DELI	VERY	OTHER	COSTS	ОТО
JOB TITLES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH
Head Cook/Kitchen Manager	35,692	35,692								
Cook FT	23,883	23,883								
Cook FT	19,660	19,660								
Cook	16,643	16,643								
Kitchen Aid	16,818	16,818								
Kitchen Aid - Sub	6,400	6,400								
Recreation Manager	32,261			32,261						
Senior Services Coordinator	16,008			16,008						
Office Technician	17,185			17,185						
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
TOTAL PAID SALARIES	184,550	119,096		65,454		0		0		0
PAYROLL TAXES	14,119	9,111		5,008						
EMPLOYEE BENEFITS	63,284	43,495		19,789						
SALARIES & BENEFITS	261,953	171,702		90,251		0		0		0

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# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES

**IN-KIND PERSONNEL (SCHEDULE 1B)** 

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **WAGE EQUIVALENT**

		MEA	ALS	ADMINIS'	TRATION	DELI	VERY	OTHER	COSTS	ОТО
JOB TITLES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH
Volunteers	54,500		54,500							
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
TOTAL IN-KIND PERSONNEL	54,500		54,500		0		0		0	
TOTAL BROUGHT FORWARD PG 4	261,953	171,702	0	90,251	0	0	0	0	0	0
TOTAL SALARIES & BENEFITS	316,453	171,702	54,500	90,251	0	0	0	0	0	0

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES TRAVEL, TRAINING AND EQUIPMENT

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

		ME	ALS	ADMINIS'	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
TRAVEL AND TRAINING	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
STAFF TRAVEL										
MILEAGE	0									
COMMERCIAL TRAVEL	0									
MEALS	0									
LODGING	0									
TRAVEL	0									
OTHER	0									
TOTAL TRAVEL	0	0	0	0	0	0	0	0	0	0
STAFF TRAINING										
ServSafe Certification	350	350								
	0									
	0									
	0									
TOTAL TRAINING	350	350	0	0	0	0	0	0	0	0

		ME	ALS	ADMINIS	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
EQUIPMENT	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
EXPENDABLE <b>DO NOT ENTER SUPPLIES</b>										
	0									
	0									
	0									
NON-EXPENDABLE										
	0									
	0									
	0									
	0									
TOTAL EQUIPMENT COSTS	0	0	0	0	0	0	0	0	0	0

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES

FOOD, CONSULTANTS AND OTHER EXPENSES

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

#### BY SERVICE ACTIVITY AND RESOURCE

		ME	ALS	ADMINIS	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
RAW FOOD COSTS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
RAW FOOD	86,600	86,600								
	0									
	0									
TOTAL RAW FOOD	86,600	86,600	0	0	0	0	0	0	0	0

		ME	ALS	ADMINIS	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
CONSULTANTS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
Nutritionist	5,430	5,430								
	0									
	0									
TOTAL CONSULTANTS SERVICES	5,430	5,430	0	0	0	0	0	0	0	0

#### OTHER SERVICES AND SUPPLIES

		ME	ALS	ADMINIS'	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
SPACE	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
Dining SAC & GA\$200/Month; Kitchen \$156	4,380		4,380							
Office Space SAC	1,056				1,056					
	0									
TOTAL SPACE COSTS	5,436	0	4,380	0	1,056	0	0	0	0	0
TELEPHONE	0									
UTILITIES	17,100								17,100	
FOOD SERVICE SUPPLIES	14,800	14,800								
OFFICE SUPPLIES	0									
OTHER SUPPLIES	0									
PRINTING SUPPLIES	0									

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES OTHER EXPENSES

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

		MEA	AI S	ADMINIS <sup>-</sup>	TRATION	DELL	VERY	OTHER	COSTS	ONE-TIME
OTHER EXPENSES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
		САЗП	ווי-אוויט	САЗП	ווי-אווע	САЗП	ווי-אווע	САЗП	ווי-אווע	UNLY (Cash)
EQUIPMENT RENTAL	0									
USE ALLOWANCE										
	0									
	0									
TOTAL USE ALLOWANCE	0	0	0	0	0	0	0	0	0	0
REPAIR & MAINT SPACE	0									
REPAIR & MAINT - VEHICLE	0									
REPAIR & MAINT - OTHER	1,000	1,000								
VEHICLE OPERATION	0									
MEMBERSHIPS & SUBSCRIPTIONS	0									
OUTSIDE SERVICES										
	0									
	0									
TOTAL OUTSIDE SERVICES	0	0	0	0	0	0	0	0	0	0
ACCOUNTING SERVICES	0									
AUDIT COSTS										
PRIVATE AUDIT FIRM	0									
OTHER	0									
TOTAL AUDIT COSTS	0	0	0	0	0	0	0	0	0	0

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-1 CONGREGATE NUTRITION SERVICES OTHER EXPENSES

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ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

		ME	ALS	ADMINIS <sup>-</sup>	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
OTHER EXPENSES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
VOLUNTEER EXPENDITURES										
MILEAGE	0									
MEALS	0									
OTHER	0									
TOTAL VOLUNTEER EXPENSES	0	0	0	0	0	0	0	0	0	0
INSURANCE										
P.L. & P.D.	0									
VEHICLE	0									
OTHER	0									
TOTAL INSURANCE	0	0	0	0	0	0	0	0	0	0
ALLOCATED OVERHEAD	0									
TAXES & LICENSES	0									
ADVERTISING	0									
LEGAL SERVICES	0									
OTHER COSTS										
	0									
	0									
	0									
TOTAL OTHER COSTS	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER EXPENSES	38,336	15,800	4,380	0	1,056	0	0	0	17,100	0
INDIRECT EXPENSES (10% Max)	0	0	0	0	0	•	0		0	
TOTAL INDIRECT COSTS	0	0	0	0	0	0	0	0	0	0
TOTAL INDIRECT COSTS	0	U	0	U	U	0	U	U	U	U
NUTRITION EDUCATION	1,000	1,000	0	0	0	0	0	0	0	
TOTAL NUTRITION EDUCATION COSTS	23,536	1,000	4,380	0	1,056	0	0	0	17,100	0
TOTAL BUDGETED COSTS	448,169	280,882	58,880	90,251	1,056	0	0	0	17,100	0

Revised: 05/2021 (Version 1.4)				XHIBIT			·			PAGE 1		
	BUDGET	FOR TITL	E III C-2 H	IOME-DELI	VERED NU	TRITION S	ERVICES					
SERVICE PROVIDER :	North of the Riv	er Recreation a	nd Park District									
ADDRESS:	3825 Rivertakes	Drive, Bakerslie	Hd. CA 93312					PROJ	ECT PERIOD	FY 2024/25		
SUMMARY OF EXPENDITURES	5				ACTIVITY ANI							
COST CATAGORY	BUDGET	CASH	IN-KIND	CASH	IN-KIND	DELIV	ERY IN-KIND	OTHER CASH	COSTS IN-KIND	ONE-TIME ONLY (cash)	CASH BU	DGETED IN-KIND
PERSONNEL	525,984	185,387	17,900	178,967	0	143,730	0	0	0	0	508,084	17,900
TRAVEL	14,200	0	0	0	0	14,200	0	0	0	0	14,200	0
TRAINING	2,200	1,100	0	1,100	0	0	0	0	0	0	2,200	0
EQUIPMENT	0	0	0	0	0	0	0	0	0	0	0	0
FOOD COSTS	141,300	141,300	0			477	ME TO	FAULT	BY THE	0	141,300	0
CONSULTANTS	0	0	0	0	0	0	0	0	0	0	0	0
OTHER COSTS	85,980	39,800	4,380	0	0	13,000	0	0	28,800	0	52,800	33,180
NUTRITION EDUCATION	1,000	1,000	0	0	0	0	0	0	0	0	1,000	0
INDIRECT EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DIRECT COSTS (10% Max)	770,664	327,787	17,900	180,067	0	<b>157</b> ,930	0	0	0	0	665,784	17,900
TOTAL ALL COSTS	770,664	368,587	22,280	180,067	0	170,930	0	0	28,800	0	719,584	51,080
UNITS OF SERVICE	94,275											THE REAL PROPERTY.
COST PER UNIT	8,17	3.91	0.24	1.91	0.00	1.81	0.00	0.00	0.31	0.00	7.63	0.54
RULES - OUT OF BALANCE BY	0	0	0	0	0	0	0	0	0	0	0 [	0
SUMMARY OF RESOURCES											- 0	-
		ME	ALS	ADMINIS'	TRATION	DELIV	VERY	OTHER	COSTS	ONE-TIME	TOTAL BU	IDGETED
RESOURCE CATAGORY	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-XIND	CASH	IN-KIND	ONLY (cash)	CASH	IN-KIND
TOTAL ALL RESOURCES	770,664	368,587	22,280	180,067	0	170,930	0	0	28,800	0	719,584	51,080
PROJECT INCOME CURRENT	66,000	64,500				1,500				1000	66,000	0
NSIP FUNDS	16,678	16,678									16,678	0
HON-MATCH	435,273	81,396	4,380	180,067	0	169,430	0	0	0		430,893	4,380
MATCH	46,800	100	17,900	0	0	0	0	0	28,800		100	46,700
COUNTY GRANT AWARD												0
COUNTY GRANT AWARD	0	0									0	ŭ
STATE GRANT AWARD	100,314	0 100,314									100,314	0
STATE GRANT AWARD SPECIAL NUTRITION FUNDS	100,314	100,314									100,314	0 0
STATE GRANT AWARD SPECIAL NUTRITION FUNDS FEDERAL GRANT AWARD	100,314 0 105,599	100,314									100,314	0
STATE GRANT AWARD SPECIAL NUTRITION FUNDS	100,314	100,314						TOTAL MEALS		94,275	100,314	0 0
STATE GRANT AWARD SPECIAL NUTRITION FUNDS FEDERAL GRANT AWARD TOTAL GRANT AWARD	100,314 0 105,599	100,314			8/17	/any/		SENIOR MEALS		94,275	100,314	0 0
STATE GRANT AWARD SPECIAL NUTRITION FUNDS FEDERAL GRANT AWARD TOTAL GRANT AWARD	100,314 0 105,599	100,314			8/27/ DATE	12024		SENIOR MEALS	N/MEAL	94,275 \$0.68	100,314	0 0
STATE GRANT AWARD  SPECIAL NUTRITION FUNDS  FEDERAL GRANT AWARD  TOTAL GRANT AWARD  AUTHORIZED SIGNATURE	100,314 0 105,599	100,314 0 105,599			5/27/ DATE	13004		SENIOR MEALS	N/MEAL	94,275	100,314	0 0

Revised: 05/2021 (Version 1.4)

# **BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES**

ALLOCATION OF CONTRIBUTIONS TO PROGRAM ACTIVITIES

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312

PROJECT PERIOD: FY 2024/25

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# NON-MATCHING CONTRIBUTIONS

		ME	ALS	ADMINIS	TRATION	DELI	/ERY	OTHER	COSTS
SOURCE OF CONTRIBUTIONS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND
VOLUNTEERS (IN-KIND)	0							Σ.	
Kitchen Office Space	4,380		4,380						
General Fund	430,893	81,396		180,067		169,430			
	0								
	0								
	0								
	0								
	0								
	0								
TOTAL	435,273	81,396	4,380	180,067	0	169,430	0	0	0

#### MATCHING CONTRIBUTIONS

		ME	ALS	ADMINIS'	TRATION	DELI	VERY	OTHER	COSTS
SOURCE OF CONTRIBUTIONS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND
VOLUNTEERS (IN-KIND)	17,900		17,900						
Utilities	28,800								28,800
Sponsorships	100	100							
	0								
	0								
	0								
	0								
	0								
	0								
TOTAL	46,800	100	17,900	0	0	0	0	0	28,800

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES

# **BUDGET III C-2 MANAGEMENT INFORMATION DATA**

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312

PROJECT PERIOD: FY 2024/25

PAGE 3

ELIGIBLE MEALS		PERCENT BY RESOUR	CES	COST PER SENIOR	MEAL
NUMBER OF SERVING DAYS	250	PROJECT INCOME	8.6%	BY COST CATEGORY	COST PER MEAL
NUMBER OF SENIOR MEALS	94275	NSIP FUNDS	2.2%	PERSONNEL, PAID	\$5.389
SENIOR MEALS 7/1 -9/30		NON-MATCH	56.5%	PERSONNEL, IN-KIND	\$0.190
SENIOR MEALS 10/1 - 6/30		MATCH	6.1%	TRAVEL AND TRAINING	\$0.151
		COUNTY GRANT AWARD	0.0%	EQUIPMENT	\$0.000
		STATE GRANT AWARD	13.0%	FOOD	\$1.499
		FEDERAL GRANT AWARD	13. <b>7</b> %	CONSULTANTS	\$0.000
MISCELLANEOUS DAT	A	TOTAL RESOURCES	100.0%	OTHER COSTS	\$0.912
NUMBER OF SITES	1	ACTIVITY COSTS AS PERCEN	F OF TOTAL	TOTAL COSTS	\$8.141
NUMBER OF PAID PERSONNEL	20	MEALS COST	50.7%		
NUMBER OF IN-KIND PERSONNEL	12	PROGRAM MANAGEMENT COSTS	23.4%	PROGRAM ACTIVITY COST	COST PER MEAL
NO. OF MEAL PREPARATION SITES	1	DELIVERY	22.2%	MEAL COST	\$4.146
		OTHER COSTS	3.7%	ADMINISTRATION	\$1.910
		ONE-TIME-ONLY COSTS	0.0%	DELIVERY	\$1.813
		TOTAL COSTS	100.0%	OTHER COSTS	\$0.305
				ONE-TIME-ONLY COSTS	\$0.000
				TOTAL PROJECT COSTS	\$8,175
				GRANT SHARE OF COSTS	\$2,361

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# BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES PAID PERSONNEL (SCHEDULE 1A)

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# SALARIES, BENEFITS, ETC.

1:55 PM

# BY SERVICE ACTIVITY AND RESOURCE

		ME	ALS	ADMINIST	RATION	DELIV	/ERY	OTHER	COSTS	ОТО
JOB TITLES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH
Head Cook/Kitchen Supervisor	40,249	40,249								
Cook FT	26,932	26,932								
Cook FT	22,169	22,169								
Cook	17,974	17,974								
Kitchen Aide	18,163	18,163								
Recreation Manager	32,261			32,261						
Senior Services Coordinator	48,630			48,630						
Senior Services Coordinator	22,863			22,863						
Senior Services Coordinator - PT	26,315			26,315						
Office Technician	5,728			5,728						
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
Hourly Driver	13,120					13,120				
TOTAL PAID SALARIES	392,484	125,487		135,797		131,200	100	0		0
PAYROLL TAXES	30,027	9,599		10,388		10,040				
EMPLOYEE BENEFITS	85,573	50,301		32,782		2,490				
SALARIES & BENEFITS	508,084	185,387	PRINCE	178,967		143,730		0	70120	0

8/27/2024

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# BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES

**IN-KIND PERSONNEL (SCHEDULE 1B)** 

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Rivertakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# WAGE EQUIVALENT

		MEA	ALS	ADMINIST	TRATION	DELI	/ERY	OTHER	COSTS	ОТО
JOB TITLES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH
Volunteers	17,900		17,900							
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
	0									
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	0									<b>=</b>
	0									
	0									
	0									
	0									
	0									
TOTAL IN-KIND PERSONNEL	17,900		17,900		0		0		0	
TOTAL BROUGHT FORWARD PG 4	508,084	185,387	0	178,967	0	143,730	0	0	0	0
TOTAL SALARIES & BENEFITS	525,984	185,387	17,900	178,967	0	143,730	0	0	0	0

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES

TRAVEL, TRAINING AND EQUIPMENT

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312

PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

		MEA	LS	ADMINIST	RATION	DELIV	/ERY	OTHER	COSTS	ONE-TIME
TRAVEL AND TRAINING	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
STAFF TRAVEL										
MILEAGE	14,200					14,200				
COMMERCIAL TRAVEL	0									
MEALS	0									
LODGING	0									
TRAVEL	0									
OTHER	0									
TOTAL TRAVEL	14,200	0	0	0	0	14,200	0	0	0	0
STARETIRAINING		7-12-3								
Training	2,200	1,100		1,100						
	0									
	0									
	0									
TOTAL TRAINING	2,200	1,100	0	1,100	0	0	0	0	0	0

		ME	ALS	ADMINIS'	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
EQUIPMENT	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
EXPENDABLE (DO NOT ENTER SUPPLIES)			J						-	
	0									
	0									
	0									
NON-EXPENDABLE			THE PERSON				11111111			
	0									
	0									
	0									
	0									
TOTAL EQUIPMENT COSTS	0	0	0	0	0	0	0	0	0	0

Revised: 05/2021 (Version 1.4)

# BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES FOOD, CONSULTANTS AND OTHER EXPENSES

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312

#### PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

#### BY SERVICE ACTIVITY AND RESOURCE

		ME	ALS	ADMINIST	FRATION	DELI	/ERY	OTHER	COSTS	ONE-TIME
RAW FOOD COSTS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
RAW FOOD	141,300	141,300					State Line			
	0				The state of			and the last		
	0									
TOTAL RAW FOOD	141,300	141,300	0	0	0	0	0	0	0	0

		ME	MEALS		ADMINISTRATION		DELIVERY		OTHER COSTS	
CONSULTANTS	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
	0									
	0									
	0									
TOTAL CONSULTANTS SERVICES	0	0	0	0	0	0	0	0	0	0

#### **OTHER SERVICES AND SUPPLIES**

		ME	ALS	ADMINIS	TRATION	DELI	VERY	OTHER	COSTS	ONE-TIME
SPACE	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
Kitchen	4,380		4,380							
	0						)			
	0									
TOTAL SPACE COSTS	4,380	0	4,380	0	0	0	0	0	0	0
TELEPHONE	0									
UTILITIES	28,800								28,800	
FOOD SERVICE SUPPLIES	39,600	39,200				400				
ØFEICE SUPPLIES	0									
OTHER SUPPLIES	0									
PRINTING SUPPLIES	0									

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# BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES OTHER EXPENSES

SERVICE PROVIDER: North of the River Recreation and Park District.

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312 PROJECT PERIOD: FY 2024/25

# **ESTIMATED EXPENDITURES**

		MEA	LS	ADMINIST	RATION	DELIV	/ERY	OTHER	COSTS	ONE-TIME
OTHER EXPENSES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
EQUIPMENT RENTAL	0									
USE ALLOWANCE			100		STORES !			T. H. T. L.	in day	
	0									
	0									
TOTAL USE ALLOWANCE	0	0	0	0	0	0	0	0	0	0
REPAIR & MAINT SPACE	0									
REPAIR & MAINT - VEHICLE	900					900				
REPAIR & MAINT - OTHER	600	600								
VEHICLE OPERATION	6,900					6,900				
MEMBERSHIPS & SUBSCRIPTIONS	0									
OUTSIDE SERVICES	28113									-
	0									
	0									
TOTAL OUTSIDE SERVICES	0	0	0	0	0	0	0	0	0	0
ACCOUNTING SERVICES	0									
AUDIT COSTS	The state of		1200	1000		1000		A CONTRACTOR	CORLOR.	division.
PRIVATE AUDIT FIRM	0									
OTHER	0									
TOTAL AUDIT COSTS	0	0	0	0	0	0	0	0	0	0

Revised: 05/2021 (Version 1.4) BUDGET FOR TITLE III C-2 HOME-DELIVERED NUTRITION SERVICES

OTHER EXPENSES

SERVICE PROVIDER: North of the River Recreation and Park District

ADDRESS: 3825 Riverlakes Drive, Bakersfield, CA 93312

PROJECT PERIOD: FY 2024/25

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# **ESTIMATED EXPENDITURES**

		MEA	LS	ADMINIST	RATION	DELIN	/ERY	OTHER	COSTS	ONE-TIME
OTHER EXPENSES	BUDGET	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	CASH	IN-KIND	ONLY (cash)
VOLUNTEER EXPENDITURES					1000					Indiana de la constitución de la
MILEAGE	4,800					4,800				
MEALS	0									
OTHER	0									
TOTAL VOLUNTEER EXPENSES	4,800	0	0	0	0	4,800	0	0	0	0
INSURANCE										
P.L. & P.D.	0									
VEHICLE	0									
OTHER	0									
TOTAL INSURANCE	0	0	0	0	0	0	0	0	0	0
ALLOCATED OVERHEAD	0									
TAXES & LICENSES	0									
ADVERTISING	0									
LEGAL SERVICES	0									
OTHER COSTS	P By St.	100	134					- 101 -		
	0									
	0									
	0		7 - 1							
TOTAL OTHER COSTS	0	0	0	0	0	0	0	0	0	0
TOTAL OTHER EXPENSES	85,980	39,800	4,380	0	0	13,000	0	0	28,800	0
	1 000	1.000								
NUTRITION EDUCATION	1,000	1,000								
TOTAL NUTRITION EDUCATION COSTS	1,000	1,000	0	0	0	0	0	0	0	
INDIRECT EXPENSES (10% Max)	0									
TOTAL INDIRECT EXPENSES	0	0	0	0	0	0	0	0	0	
TOTAL MARKET EXCENSES	U	U	0	0	0		0	0		
TOTAL BUDGETED COSTS	770,664	368,587	22,280	180,067	0	170,930	0	0	28,800	0

# EXHIBIT "D"

# COMMUNITY FOCAL POINTS LIST

Arvin Senior Center	East Niles Senior Center						
800 Walnut Drive	6601 East Niles Street						
Arvin, CA 93203	Bakersfield, CA 93306						
Bakersfield Community House	Greenacres Community Center						
2020 "R" Street	2014 Calloway Drive						
Bakersfield, CA 93301	Bakersfield, CA 93312						
Bakersfield Senior Center	Ben Austin Senior Center						
530 Fourth Street	1751 McKee Road						
Bakersfield, CA 93304	Bakersfield, CA 93307						
California City Senior Center	Inyokern Senior Center						
10221 Heather Avenue	1247 Broadway						
California City, CA 93505	Inyokern, CA 93527						
Delano Community Senior Center	Kern River Valley Senior Center						
436 Jefferson Street	6409 Lake Isabella Blvd						
Delano, CA 93215	Lake Isabella, CA 93240						
Lamont Community Center	Hummel Hall Senior Center						
10300 San Diego Street	2500 West 20 <sup>th</sup> Street						
Lamont, CA 93241	Rosamond, CA 93560						
McFarland Senior Center	W. C. Walker Senior Center						
100 S. Second Street	505 Sunset Avenue						
McFarland, CA 93250	Shafter, CA 93263						
Rasmussen Senior Center	Taft Senior Center						
115 East Roberts Lane	500 Cascade Avenue						
Bakersfield, CA 93308	Taft, CA 93268						
Richard Prado Senior Center	Tehachapi Senior Center						
2101 Ridge Road	500 East "F" Street						
Bakersfield, CA 93305	Tehachapi, CA 93561						
Ridgecrest Senior Center	Wasco Senior Center						
125 South Warner	1280 Poplar Street						
Ridgecrest, CA 93555 Wasco, CA 93280							
Kern County Aging and Adult Service							
	5357 Truxtun Avenue						
Bakersfield	, CA 93309						

### **BUSINESS ASSOCIATE ADDENDUM**

This Business Associate Addendum ("Addendum") supplements and is made a part of the contract ("Contract") to which it is attached by and between County of Kern, by and through the Department of Aging and Adult Services ("Department") and **NORTH OF THE RIVER RECREATION AND PARK DISTRICT** ("BA"). This Addendum is effective as of the effective date of the Contract.

### RECITALS

- A. Department wishes to disclose certain information, some of which may constitute Protected Health Information ("PHI") (defined below), to BA pursuant to the terms of the Contract.
- B. Department and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.
- C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require Department to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

### 1. **Definitions**

### Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

### Specific definitions:

(a) <u>Business Associate</u>. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103,

# and in reference to the party to this agreement, shall mean NORTH OF THE RIVER RECREATION AND PARK DISTRICT

- (b) <u>Covered Entity</u>. "Covered Entity" of "CE" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Kern County Department of Aging and Adult Services.
- (c) <u>HIPAA Rules</u>. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (d) **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.
- (e) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164 (Subparts A and E).

### 2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law:
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
- (c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available protected health information in a designated record set to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

- (f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;
- (g) Maintain and make available the information required to provide an accounting of disclosures to the "covered entity" as necessary to satisfy covered entity's obligations under 45 CFR 164.528;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

### **Permitted Uses and Disclosures by Business Associate**

- (a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the attached Agreement
- (b) Business associate may use or disclose protected health information as required by law.
- (c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.
- (d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.
- (e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.
- (f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further

disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

# Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- (a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.
- (b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.
- (c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.
- (d) Reporting of Improper Access, Use or Disclosure. BA shall report to Department in writing of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 10 calendar days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].
- (e) **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph (c) above with respect to Electronic PHI [45 C.F.R. § 164.504(e)(2)(ii)(D); 45 C.F.R. § 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. §§ 164.530(f) and 164.530(e)(1)).

- (f) Amendment of PHI. If applicable within ten (10) days of receipt of a request from Department for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to Department for amendment and incorporate any such amendment to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify Department in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of Department [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- Accounting Rights. Within ten (10) days of notice by Department of a (g) request for an accounting of disclosures of Protected Information BA and its agents or subcontractors shall make available to Department the information required to provide an accounting of disclosures to enable Department to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by Department. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to Department in writing. It shall be Department's responsibility to prepare and deliver any such accounting requested BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subparagraph shall survive the termination of this Agreement.

- (h) **Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to Department and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to Department a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- (i) **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- (j) **Notification of Breach.** During the term of the Contract, BA shall notify Department within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- (k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the Department that constitutes a material breach or violation of the Department's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to Department of any pattern of activity or practice of the Department that BA believes constitutes a material breach or violation of the Department's obligations under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with Department to discuss and shall attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- (I) Audits, Inspection and Enforcement. Within ten (10) days of a written request by Department, BA and its agents or subcontractors shall allow Department to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and Department shall mutually agree in advance upon the scope, timing and location of such an inspection. (ii) Department shall protect the confidentiality of all confidential and proprietary information of BA to which Department has access during the

course of such inspection; and (iii) Department shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties. If requested by BA. The fact that Department inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements. policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does Department's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of County's enforcement rights under the Contract or Addendum, BA shall notify Department within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

### 3. **Termination**

- (a) **Material Breach.** A breach by BA of any provision of this Addendum, as determined by Department, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract, any provision in the Contract to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- (b) Judicial or Administrative Proceedings. Department may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- (c) Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- 1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities:
- 2. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
- Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other

- than as provided for in this Section, for as long as business associate retains the protected health information;
- 4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
- 5. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

### 4. Indemnification

BA agrees to indemnify, defend and hold harmless Department and Department's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by Department, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of Department; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of BA by any person or entity.

### 5. **Disclaimer**

Department makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

### 6. **Certification**

To the extent that Department determines that such examination is necessary to comply with Department's legal obligations pursuant to HIPAA relating to certification of its security practices, Department or its authorized agents or contractors, may, at Department's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Department the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

### 7. Amendment

Amendment to Comply with Law. The parties acknowledge that state a. and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Department must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. Department may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by Department pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that Department. in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

# 8. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to Department. at no cost to County, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

# 9. No Third-Party Beneficiaries

Nothing express or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than County, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

### 10. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

# 11. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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# EXHIBIT 'F' - FUNDING SCHEDULE JULY 1, 2024 THROUGH JUNE 30, 2025

# NORTH OF THE RECREATION AND PARK DISTRICT III C SENIOR NUTRITION SERVICES

FUNDING TYPE	FEDERAL	STATE	COUNTY	TOTAL FUNDING
TITLE III C1 FUNDING FY 2024-2025	\$187,544	\$39,572	\$0	\$227,116
TITLE III C2 FUNDING FY 2024-2025	\$122,277	\$100,314	\$0	\$222,591
TOTAL AVAILABLE FUNDING FY 2024-2025	\$309,821	\$139,886	\$0	\$449,707

Federal	NSIP	Combined Federal + NSIP			
	162041	25503	187544		
	105599	16678	122277		

### EXHIBIT "D"

# **Kern County Administrative Bulletin**



### **ADMINISTRATIVE BULLETIN NO. 19**

Issued: January 23, 2024

SUBJECT: FREE SPEECH POLICY

### **Purpose**

The purpose of this Free Speech Policy is to inform all employees, employment applicants, and contractors of their constitutional rights to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. Unlawful discrimination based on the exercise of these rights is unacceptable and incompatible with the County's standards, as well as being a violation of the law. This Free Speech Policy also establishes the complaint and investigation procedure for alleged violations of these rights.

### **First Amendment Rights**

Every County employee, employment applicant, and contractor has a constitutional right to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. <sup>1</sup> For simplicity, this policy shall refer to such rights as "First Amendment Rights."

Every County employee, employment applicant, and contractor shall be free from any unlawful discrimination or retaliation by the County of Kern for exercising their First Amendment Rights while employed, while seeking employment, or while doing or seeking to do business for or with the County.

### Free Speech Policy

The County of Kem remains committed to creating a professional environment in which the First Amendment Rights of all County employees, employment applicants, and contractors are protected.

It is a violation of the Constitutions of the United States and California for the County to unlawfully discriminate against County employees, employment applicants, or contractors because they exercised their First Amendment Rights.

Every County employee, and other person acting on behalf of the County, including members of the Board of Supervisors, is prohibited from unlawfully discriminating against, harassing, or retaliating against an employee, employment applicant, or contractor because the employee, employment applicant, or contractor exercised their First Amendment Rights, or because they filed a complaint or participated in an investigation under this Free Speech Policy.

All County employees and other persons acting on behalf of the County, including members of the Board of Supervisors, shall uphold and abide by this Free Speech Policy by cooperating fully in any investigation of a complaint of unlawful discrimination, harassment, or retaliation under this Free Speech Policy.

Persons in positions of authority, including managers and supervisors, shall act immediately on potential violations of this Free Speech Policy. They are responsible for knowing and enforcing this Policy and creating and maintaining a workplace free of discrimination, harassment, and retaliation, and should address potential problems before they become serious.

This Free Speech Policy applies at every level of the County and to every aspect of the workplace environment, including but not limited to, County events that occur outside of the physical workplace.

This Free Speech Policy shall be posted on the Kem County websites and in designated physical locations, and shall be attached to all County-issued Requests for Proposals (RFPs) and other solicitations for contract or grant proposals, County contracting forms and templates, and relevant notices to employees, employment applicants, and contractors.

### Examples of unlawful discrimination:

- A department head recommends that a contract not be renewed because the contractor is politically active, regardless of their political position.
- A supervisor declines to recommend a supervisee for a promotion, or assigns a supervisee to less favorable job duties or to a less favorable location, because of the supervisee's union activity.
- A manager gives a supervisee poor job evaluations because the manager does not agree with their supervisee's political views.
- A county decision-maker declines to award a contract to provide social services to a particular community based organization because that organization actively campaigns for a particular bill or social movement.
- A county decision maker stops communicating with a potential contractor about a contract
  because the contractor has threatened to file lawsuit against the County in an unrelated
  case.

The California and U.S. Constitutions also provide specific First Amendment protection for County elected officials and other persons acting on behalf of the County, including volunteers and interns. This policy does not address such persons' rights.

### **Complaint and Investigation Procedure**

Each employee, employment applicant, or contractor who believes that they have experienced unlawful discrimination or harassment described in this Policy may file a written complaint setting forth the specific facts and evidence supporting the complaint with the County Complaint Coordinator (see below). Such complaints shall be promptly forwarded to the Free Speech Retained Expert (see below). The complainant shall provide all documentary evidence, names of potential witnesses, and any other information believed by the complainant to be relevant to the complaint.

The County Complaint Coordinator shall initiate a formal investigation of the allegations in the complaint, interview all witnesses to the incident giving rise to the complaint (including the complainant and the person(s) against whom the complaint is directed), and issue written findings as to the merits of the complaint and the remedies that should be implemented to resolve the complaint under existing County ordinances, policies, and procedures. The County Complaint Coordinator shall have a period of not more than 75 business days from receipt of the complaint to conduct the investigation and to issue appropriate draft findings and recommended remedies. The 75-day time period may be extended due to the unavailability of a material witness, or with the written agreement of the complainant.

The County Complaint Coordinator shall provide the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval. The County Complaint Coordinator shall also provide the Free Speech Retained Expert with a copy of the complaint, all information and documentary evidence provided by the complainant, all witness interview materials and documents provided by witnesses, and all information and documentary evidence developed by the County Complaint Coordinator in conducting the investigation.

In the event that the Free Speech Retained Expert does not approve the County Complaint Coordinator's draft findings and recommended remedies, the Free Speech Retained Expert shall prepare a written explanation of the reasons for non-approval. The Free Speech Retained Expert and County Complaint Coordinator shall meet and confer to resolve any disagreement or deficiencies, and both parties shall state their positions in writing. The County Complaint Coordinator shall then take all necessary steps to correct any deficiencies and re-submit the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval.

In the case of any complaints in which there is an appearance of bias, conflict of interest, or insufficient independence with regard to the handling of the complaint by the County Complaint Coordinator, the Backup Complaint Coordinator (see below) shall conduct the investigation, and the Free Speech Retained Expert shall review and approve in the same manner as any investigation conducted by the County Complaint Coordinator.

The Free Speech Retained Expert shall conduct the investigation if both the Complaint Coordinator and the Backup Complaint Coordinator are conflicted. The County shall implement the Free Speech Retained Expert's findings and remedies.

Department heads shall be responsible for ensuring that all new employees and contract staff in their department receive a copy of this policy and sign an acknowledgment which shall be retained in the employee's personnel file (or a similar file for contract staff). In addition, department heads shall ensure that, on an annual basis, each employee in their department receives a copy of this policy and that an acknowledgment of receipt is contained in each employee's personnel file.

Department heads may establish departmental policies and internal complaint procedures provided that those policies and procedures are consistent with this Policy.

Nothing in this Policy shall abrogate any legal evidentiary standards in a court of law.

### Complaints Within the Scope of Civil Service Commission Rule 1810.00, et seg.

The Kem County Rules of the Civil Service Commission ("Civil Service Rules") provide a voluntary complaint procedure for some complaints that fall within the scope of this Policy. These Civil Service Rules apply to civil service employees or applicants for civil service employment complaining of unlawful discrimination, harassment, or retaliation based on religious, union, or political affiliation, or due to their participation in a government investigation.

A complainant whose complaint falls within the scope of both the Civil Service Rules and this Policy may choose to file their complaint using the procedure described in the Civil Service Rules, commencing at section 1820.00, or using the procedure otherwise described in this Policy, but not both. If a complainant invokes both procedures for the same complaint, the complainant shall be required to make a written election of which procedure they wish to have apply.

The Free Speech Retained Expert will review all such complaints consistent with the time limitations, procedure, and appellate rights set forth in Civil Service Rule 1820.00. The Free Speech Retained Expert will review and approve findings of fact and recommended remedies issued by the Equal Employment Opportunity Officer.

Under Civil Service Rule 1830.00-1830.02, either the complainant or the County may request a hearing before the Civil Service Commission. The Free Speech Retained Expert does not review the Civil Service Commission's decision for approval but will provide a report to the County and complainant regarding any comments, concerns, or recommendations related to the Commission's final decision, within 60-120 days of that decision.

<u>County Complaint Coordinator</u>: Sarah Gutierrez, Director of Diversity, Equity and Inclusion; (661) 868-3919; <u>gutierrezsa@kerncounty.com</u>

<u>Backup County Complaint Coordinator</u>: Mercedes Perez, Senior Human Resources Specialist; (661) 868-3915; <a href="mailto:perezmer@kerncounty.com">perezmer@kerncounty.com</a>

### **Free Speech Retained Expert:**

Barry McDonald, (310) 506-4668; barry.mcdonald@pepperdine.edu

Apm/AB/AB-19\_01-23-2024



TO: Board of Directors SUBJECT: Election of Officer

**FROM:** General Manager **DATE:** December 10, 2024

AGENDA ITEM 8.A. BOARD OF DIRECTORS DECEMBER 16, 2024

TITLE: Election of Officers for Calendar Year 2025

1. Chairperson

2. Vice-Chairperson



TO: Board of Directors SUBJECT: Bid Award—Polo Bark Park and

Landscape Improvements

FROM: General Manager DATE: December 12, 2024

**Director of Finance** 

Director of Planning and Construction

AGENDA ITEM 8.B. BOARD OF DIRECTORS DECEMBER 16, 2024

TITLE: Award of Bid for the Polo Community Park Bark Park and Landscape Improvements

**RECOMMENDATION:** That the Board of Directors approves Resolution #41-24 authorizing the construction of the dog park and landscape improvements at Polo Community Park.

**FISCAL IMPACT:** The project will cost approximately \$586,549.03.

PREVIOUS BOARD ACTION: Approval of the FY 2023-2024 Capital Improvements Budget.

**BACKGROUND:** The District finds the current state of Polo Community Park has been significantly impacted by incidents of vandalism, which not only disrupt the enjoyment of park amenities but also increase maintenance costs. In response, staff has had to allocate additional resources to repairs and maintenance. Additionally, there is a growing demand for more drop in, free recreational spaces that are both accessible and inclusive of all members of our community, particularly pet owners who frequently let their dogs run off leash at Polo Community Park and many of our other parks sites against District ordinance. There has been a clear request from local residents for additional dog parks, or "bark parks", which allows District constituents to permissibly allow off-leash activities in a designated area . A dog park would not only provide a dedicated, safe environment for dogs, but also encourage responsible pet ownership and enhance the overall park experience for families, seniors, and other residents. The creation of a bark park in Polo Community Park will address both concerns, offering a new, well-defined space for residents and their pets to enjoy safely while also helping to mitigate vandalism and undesirable dog activities in high traffic areas of the park.

The Polo Community Park Bark Park and Landscape Improvements project information was posted to the NOR website and a Notice to Bidders advertisement was published in the Bakersfield Californian. Four (4) invitations to bid were sent by email to various contractors who have previously worked with the District or expressed interest in working with the District. Eight (8) contractors attended the mandatory pre-bid meeting held onsite October 23, 2024. Five (5) bids were received by 2:00 p.m., Tuesday, November 12, 2024. The lowest responsive, responsible bidder is KYA Services, LLC.

Resolution #41-24 will award the bid to the lowest responsive, responsible bidder, KYA Services, LLC for the construction of Polo Community Park Bark Park and the associated Landscape Improvements.

### THE BOARD OF DIRECTORS

### OF THE

### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:

AWARD OF BID FOR THE POLO COMMUNITY PARK
BARK PARK AND LANDSCAPE IMPROVEMENTS PROJECT

I, Janett Miller, Clerk of the Board of Directors of the North of the River
Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_\_ and seconded by Said Board of Directors at an official meeting thereof this 16<sup>th</sup> day of December 2024 by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Clerk of the Board of Directors of the

### **RESOLUTION #41-24**

North of the River Recreation and

Park District

WHEREAS, North of the River Recreation and Park District recognizes a growing demand for more free, drop in recreational amenities such as off-leash dog areas; and

WHEREAS, North of the River Recreation and Park District has approved construct a dog park and associated landscape improvements as part of the 2024-2025 Capital Improvement Projects plan; and

WHEREAS, the Polo Community Park Bark Park and Landscape Improvements project was advertised in the Bakersfield Californian, on the NOR website and information sent directly to four (4) contractors; and

WHEREAS, five (5) bids were received for the Polo Community Park Bark Park and Landscape Improvements with the lowest responsive, responsible bid provided by KYA Services, LLC in the amount of \$586,549.03.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors accepts the bid from KYA Services, LLC in the amount of \$586,549.03; and

BE IT ALSO RESOLVED that the General Manager is authorized to sign all contract related documents; and

BE IT FURTHER RESOLVED that staff is authorized to handle day to day responsibilities to complete the project; and

BE IT FINALLY RESOLVED that staff be authorized to make payment to the vendor upon satisfactory completion of the project.



TO: Board of Directors SUBJECT: Purchase of Irrigation Controller

Polo Bark Park

FROM: General Manager DATE: December 12, 2024

Director of Finance

Director of Planning and Construction

AGENDA ITEM 8.C. BOARD OF DIRECTORS DECEMBER 16, 2024

TITLE: Approval of Purchase of Irrigation Controller for Polo Community Park Bark Park

**RECOMMENDATION:** That the Board of Directors approves Resolution #42-24 authorizing the purchase of a new irrigation controller.

**FISCAL IMPACT:** The irrigation controller will cost \$33,011.91.

**PREVIOUS BOARD ACTION:** Approval of Capital Improvement Project Budget for FY 2024-2025.

**BACKGROUND:** The existing irrigation controller for Polo Community Park is at maximum capacity of valve stations for the improved 40-acre park site. It is also obsolete, unable to be upgraded. With the addition of the Bark Park and the conversion of turf areas to planter areas, a supplementary controller is required to accommodate the irrigation valves. The District has previously migrated some existing controllers and specified new irrigation controllers to WeatherTRAK weather-based remote irrigation management system as the new standard. This system has proven to significantly reduce water waste, optimizes the watering window to cut water usage and automates maintenance operations. The new irrigation management system will communicate between two controller locations, allowing the old wiring and valve system to remain in place while efficiently adding fifteen new irrigation valves.

Resolution #42-24 authorizes the purchase of the irrigation controller for Polo Community Park Bark Park.

### THE BOARD OF DIRECTORS

### OF THE

### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:

# IRRIGATION CONTROLLER FOR POLO COMMUNITY PARK BARK PARK AND LANDSCAPE IMPROVEMENTS PROJECT I, Janett Miller, Clerk of the Board of Directors of the North of the River Recreation and Park District, of the County of Kern, State of California, do hereby certify that the following resolution proposed by Director \_\_\_\_\_\_ and seconded by Director \_\_\_\_\_\_ and seconded by Director \_\_\_\_\_\_ was duly passed and adopted by said Board of Directors at an official meeting thereof this 16<sup>th</sup> day of December 2024 by the following vote to wit: AYES: NOES: ABSENT: ABSTAIN: Clerk of the Board of Directors of the North of the River Recreation and Park District

### **RESOLUTION #42-24**

WHEREAS, North of the River Recreation and Park District plans to construct a dog park; and

WHEREAS, Construction of the Bark Park and associated landscape improvements require the modification of and additions to the irrigation system; and

WHEREAS, the existing irrigation controller is obsolete and cannot accommodate the additional irrigation valves needed; and

WHEREAS, the District has standardized irrigation controllers for operations and maintenance asset management and staff efficiency to WeatherTRAK irrigation controllers; and

WHEREAS, SiteOne is the licensed vendor to carry this system; and

WHEREAS, SiteOne provided a quote for purchase of the new irrigation controller management system in the amount of \$33,011.91.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors accepts the proposal from SiteOne in the amount of \$33,011.91; and

BE IT ALSO RESOLVED that the General Manager is authorized to sign all contract related documents; and

BE IT FURTHER RESOLVED that staff is authorized to handle day to day responsibilities to complete the project; and

BE IT FINALLY RESOLVED that staff be authorized to make payment to the vendor upon satisfactory completion of the project.



TO: Board of Directors SUBJECT: Approve Purchase of Bark

Park Site Features and Amenities

FROM: General Manager DATE: December 12, 2024

Director of Finance

**Director of Planning and Construction** 

AGENDA ITEM 8.D. BOARD OF DIRECTORS DECEMBER 16, 2024

**TITLE:** Approval of "Piggyback" Bid/Proposal Omina Partners Contract #4001513 for the Purchase of Site Features and Amenities for Polo Community Park Bark Park.

**RECOMMENDATION:** That the Board of Directors approves Resolution #43-24 for the purchase of site features and amenities for the Polo Bark Park project.

**FISCAL IMPACT:** The cost of all site features and amenities for this project is \$66,959.20.

**PREVIOUS BOARD ACTION:** This project was approved under the Capital Improvement Project Budget for Fiscal Year 2024-2025.

**BACKGROUND:** Polo Community Park Bark Park has site features and amenities specified to District standards in such that NOR is providing all items to be installed by the awarded contractor. Purchases of amenities and such is standard practice by the District to optimize project budgets and streamline construction timelines. "Piggyback" purchasing allows the District to purchase materials via a pre-existing, government bid contract, consolidating lead times for materials and ensuring District standards are consistent. Procurement is via Omnia Partners, in which the District is a member, Contract #5180231 for "piggyback" contracting. Items to be purchased include drinking fountains, picnic tables, trash receptacles, benches and obstacle features for dogs.

Resolution #43-24 will approve the cooperative purchasing agreement with Omnia Partners, via Great Western Recreation, for the purchase of the site features and amenities for the Bark Park at Polo Community Park.

### THE BOARD OF DIRECTORS

### OF THE

### NORTH OF THE RIVER RECREATION AND PARK DISTRICT

IN THE MATTER OF:

SITE FEATURES AND AMENITIES FOR POLO BARK PARK AND LANDSCAPE IMPROVEMENT	
that the following resolution proposed by D	of Kern, State of California, do hereby certify irector and seconded ssed and adopted by said Board of Directors
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
	Clerk of the Board of Directors of the North of the River Recreation and Park District

### **RESOLUTION #43-24**

WHEREAS, North of the River Recreation and Park District owns operates and maintains Polo Community Park; and

WHEREAS, the addition of a dog "bark" park is approved as a Capital Improvement Project for Fiscal Year 2024-2025; and

WHEREAS, Proposed site features and amenities are part of the Polo Community Park Bark Park and Landscaping Improvements project, to be purchased by the District and installed by the awarded contractor; and

WHEREAS, North of the River Recreation and Park District is a member of Omina Partners, a cooperative purchasing affiliation, as Contract #5180231; and

WHEREAS, Great Western Recreation represents UltraSite, Most Dependable Fountains and Victor Stanley via Omnia Partners Contract #4001513; and

WHEREAS, the Omnia Partners "piggyback" contract provides for a turn-key project that has been competitively bid via another public entity contract, therefore saving District time and resources.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors approves the contract with Great Western Recreation in the amount of \$66,959.20 for the purchase of site amenities for Polo Community Bark Park; and

BE IT ALSO RESOLVED that the General Manager is authorized to sign all contract related documents; and

BE IT FURTHER RESOLVED that staff is authorized to handle day to day responsibilities to complete the project; and

BE IT FINALLY RESOLVED that staff be authorized to make payment to the vendor upon satisfactory completion of the project.



### North of the River Recreation and Park District

Capital Improvement Plan Fiscal Year 2024-2025

A = In Lieu/Quimby

B = Development Fee

Project	Projected Cost	Projected Start Year	Applicable Funding Source(s)	Land Acquisition	Site Surveys, Geotechnical Study, Community Mtgs.	Preliminary Design, Site Dev. Plan, Grant Application	Environmental, Site Plan Review, City/Co. Applications	Construction Document Preparation (In House	Buidling Permits, Fees, Project Bid & Award	Construction, Post Const., Grant Final, Notice of Completion	
6(f)(3) Conversion Paperwork	In Kind	2018	7	-	-	-	-	-	-	-	4-6 months
Kern Parks Project	In Kind	2021	7	-	-	-	-	-	-	-	1-2 years, 2024
Master Plan 2020-2030	\$250,000	2020	7	-	-	-	-	-	-	-	1-2 years
NOR Maintenance Facility	\$500,000	2024	10	-							
NOR Pool Mitigation & Planning	Pending Env.	2020	1,3, 6, 7,9	-	-	-	-	-	-	-	
Polo Community Park Dog Park	\$250,000	2022	В	-	-	8-10 mo.	-	6-8 mo.	5 mo.	6-8 mo.	2.5+/ yrs, 2024
Standard Park Irrigation & Renovation	\$2.56 M	2024	1,3,6	-	-	12-14 mo.	-	6 mo.	5 mo.	12-18 mo	3+/- years, 2025
Stockdale River Ranch Master Park Planning & Design	\$17,000	2019	7, 12	-	-	8-12 mo.	-	6-12 mo.	-	12-18 mo.	3 +/- years, '23-24

Funding Source Key

1 = Grants-LWCF 7 = In Kind 2 = Grants, Federal 8 = Public-Private Partnership

3 = Grants-CDBG 9 = Insurance 4 = Prop. 218 Maint. Fund, NM 10 = Financing

5 = Prop. 218 Maint. Fund, NOR 11 = Not Used

6 = Unfunded 12 = Developer Contributions

# <u>Staff Reports</u> Capital Improvement Projects

# **CAPITAL IMPROVEMENT PROJECTS**

### **FISCAL YEAR 2024-2025**

PROJECT: NOR POOL MITIGATION AND PLANNING

Budgeted Amount: \$50,000 Date Budget Approved: July 15, 2024 Budget Spent to Date: \$0

### PROJECT SUMMARY

The NOR Pool was shut down in February 2020 due to, at the time, unknown debris entering the pool. Upon further investigation through May 2020, the unidentified substance was tested and found to be asbestos, at which time the District mitigated the pool and surrounding area to abate and/or contain the contaminant. Since May 2020, staff has been working with insurance and an environmental consultant to find the best approach for a long term, holistic solution at the pool.

STATUS SUMMARY Date: December 11, 2024

Pipe investigation commenced on June 29-30, 2021 with insurance adjuster, Exponent and contractors onsite. Communication ongoing between NOR staff, environmental consultant and insurance team. Exponent report received mid-October; staff is reviewing and staff's opinion of approach differs. January meeting provided update from insurance; staff responded to comments and investigated information provided. Ongoing discussions with CAPRI, staff review and other contractors/experts lends itself to another investigation at the pool to provide more information. Letter of counterstatement submitted back to CAPRI, agreed to a third-party review via meeting in early October. Forensic engineer has been retained by CAPRI for third party investigation and completed site visit on June 13, 2023. Final report has been received and reviewed with CAPRI. Exponent has provided response to report; staff is working with CAPRI to provide comment and next steps of claim completion/mediation, as of June 12, 2024. As of September 8, 2023, the entire NOR Park site has been fenced due to areas of concern with an unknown substance. A semi-permanent fence has been placed as of early October 2023. Subsurface investigation of the site started the week of January 29<sup>th</sup> and was completed February 27, 2024. Data processing has commenced and further subsurface investigation is needed to collect detailed data. The next phase of investigation commenced June 10<sup>th</sup>, 2024 and was completed August 1, 2024 with data and review continuing over the next 8 weeks. Recent discussions have turned to future mitigation of impacted areas, concurrent with the District's future plans of the site.

### PROJECT OVERVIEW

PLANNING/CONCEPTUAL DESIGN	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Survey				
Geotechnical Survey		10/2023		
Preliminary Design				
Community Input				
Final Site Development Plan				
Grant Application				
Environmental Determination				
Site Plan Review				

CONSTRUCTION DOCUMENTS	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Construction Plans				
Grading and Drainage Plans				
Irrigation Plans				
Landscape Plans				
Structural Engineering Plans				
Architectural Plans				
Electrical/Lighting Plans				
Site Furnishings and Details				
Building Permits		137		

Specification and Record Package		

PROJECT CONSTRUCTION	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Project Advertising				
Prebid Conference				
Bids Received				
Bid Award				
Project Construction				
Notice of Completion				
Record Notice of Completion				
Commence Maintenance Period				
Grant Final Document				
Finalize Financial Records				
O&M-NOR turnover				

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

# **NOTES**

### **CAPITAL IMPROVEMENT PROJECTS**

### **FISCAL YEAR 2024-2025**

### PROJECT: POLO COMMUNITY DOG PARK & LANDSCAPING

Budgeted Amount: \$250,000 Date Budget Approved: July 15, 2024 Budget Spent to Date: \$13,280

### PROJECT SUMMARY

Construction of dog park at Polo Community Park. Initial project meeting held internally with park and planning staff. Discussion also wrapped in the resolution of ongoing damage to open turf areas and the destruction of the outfields of the NW and SW youth softball fields. Planter areas and increased plant material will help deter these actions and can also resolve irrigation concerns and runoff. Location of the dog park to be at former reserved water well site, at the southwest corner of the property.

STATUS SUMMARY Date: December 11, 2024

Contracted w/ landscape architectural consultant to produce specification drawings; walked site March/April, initial site review with planning and maintenance staff. Second conceptual plan received, reviewed in-house with maintenance for operational viewpoints. Design development meeting mid-October 2022, working toward final plan with cost estimate. Revised concept received, pending internal review. January 2023's CIP presentation showed working concept moving forward. Walked site w/ landscape architect mid-July 2023 to finalize plant palette, tree placement and irrigation layout. Project bid in October/November 2024; pending review and confirmation of bid documents received. Bid received currently in excess of budgeted amount. Staff completed due diligence on received bids in November 2024 and award of bid for contractor is before the Board December 2024. Concurrent with the contract award, the purchase of the irrigation management system and site amenities are before the Board in December.

### PROJECT OVERVIEW

PLANNING/CONCEPTUAL DESIGN	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Survey				
Geotechnical Survey				
Preliminary Design	N/A	10/2020	07/2023	Complete.
Community Input				
Final Site Development Plan				
Grant Application				
Environmental Determination				
Site Plan Review				

CONSTRUCTION DOCUMENTS	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Construction Plans	\$17,000	03/2022	09/2024	Complete.
Grading and Drainage Plans				
Irrigation Plans		07/2023	09/2024	Complete.
Landscape Plans		07/2023	09/2024	Complete.
Structural Engineering Plans				
Architectural Plans				
Electrical/Lighting Plans				
Site Furnishings and Details				
Building Permits		139		

	Specification and Record Package					
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PROJECT CONSTRUCTION	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Project Advertising		10/2024		Advertise 10/18/2024
Prebid Conference		10/2024		Bid closes 11/8/2024; revised to 11/12/24
Bids Received		11/2024	11/2024	Total of five (5) bids; three (3) qualified bids.
Bid Award		11/2024	12/2024	Request award of bid to KYA Services, LLC.
Project Construction				
Notice of Completion				
Record Notice of Completion				
Commence Maintenance Period				
Grant Final Document				
Finalize Financial Records				
O&M-NOR turnover				

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

# **NOTES**

# **CAPITAL IMPROVEMENT PROJECTS**

### **FISCAL YEAR 2023-2024**

### PROJECT: STANDARD PARK IRRIGATION RENOVATION

Budgeted Amount: \$2,560,000 Date Budget Approved: July 15, 2024 Budget Spent to Date: \$0

### **PROJECT SUMMARY**

Standard Park is due for a major renovation because of age and irrigation inefficiency. Renovation shall include a new irrigation system, state model water efficient landscape ordinance compliance, turf renovation, the addition of compliant planter areas and upgraded amenities as budget allows.

STATUS SUMMARY Date: December 11, 2024

The Statewide Park Program Grant (Prop. 68) application was submitted March 12, 2021 and is pending grant review. Grant awards expected to be announced 4<sup>th</sup> quarter 2021. State requested further information regarding the grant application June 2021 and conducted a site visit on July 7, 2021. Award letter was received June 8, 2022.

Project awarded at \$1,280,475; 50/50 match as a Land and Water Conservation Fund federal grant, administered by the California Office of Grants and Local Services (OGALS). Native American Consultation initial review complete. Proceeding with Section 106 (Historic Preservation) and NEPA documents for National Park Service (NPS); these documents have been completed and turned into the state as of March 1, 2024. Further review from the state required more clarification to the State Office of Historic Preservation, submitted May 6, 2024. OGALS revised the budget narrative forms and map requirements May 2024; met w/ OGALS LWCF staff via web conference June 5, 2024 to go over revisions and requirements. Provided new forms/updates to OGALS June 6, 2024 for final approval by NPS. Contract fully executed November 2024. Staff met internally December 2024 to set a pre-project walk in January 2025 to commence design development to construction documents.

### PROJECT OVERVIEW

PLANNING/CONCEPTUAL DESIGN	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Survey				
Section 106/NAHC Survey		7/2022		Sect. 106 archeological complete, initial tribe consultation complete. Waiting on response from individual tribes.
Preliminary Design		5/2019	6/2019	Complete.
Community Input		1/2019	3/2021	Complete.
Final Site Development Plan				
Grant Application	\$2.56 M w/ 50% match	1/2022		LWCF awarded at \$1,280,475 Pending Sect. 106 & NEPA forms.
Environmental Determination		5/2022 8/2022	5/2022	CEQA as Categorical Exemption through State Clearinghouse, A&R NEPA form reviewed by state, making finite revisions to send to NPS
Site Plan Review				

CONSTRUCTION DOCUMENTS	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Construction Plans				
Grading and Drainage Plans				
Irrigation Plans				
Landscape Plans				
Structural Engineering Plans				
Architectural Plans		141		

Electrical/Lighting Plans		
Site Furnishings and Details		
Building Permits		
Specification and Record Package		

PROJECT CONSTRUCTION	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Project Advertising				
Prebid Conference				
Bids Received				
Bid Award				
Project Construction				
Notice of Completion				
Record Notice of Completion				
Commence Maintenance Period				
Grant Final Document				
Finalize Financial Records				
O&M-NOR turnover				

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

# NOTES

### **CAPITAL IMPROVEMENT PROJECTS**

### **FISCAL YEAR 2024-2025**

PROJECT: STOCKDALE RIVER RANCH PARK

Budgeted Amount: \$17,000 Date Budget Approved: July 15, 2024 Budget Spent to Date: \$0

### PROJECT SUMMARY

As of August 2015, Bolthouse Properties and the District entered into a legal agreement for the development of Stockdale River Ranch Park. The phased development of Stockdale River Ranch (SRR) will provide the District with an approximately 22-acre community park and associated amenities as defined by the District's Master Plan.

STATUS SUMMARY Date: December 11, 2024

Zone change has been processed and legal documentation has moved forward within the city. Address has been assigned and Site Plan Review has been approved by the City of Bakersfield. Met w/ Bolthouse December 2021, determined plan schedule and contracting deadline, surveying commenced March 2022. Applied for a CPRS/Gametime Playground Grant in July 2022; awarded September 2022. Civil engineering completed grading and underground infrastructure plans submitted to City October 2022 with final review and permit April 2023. March-April 2023: Construction documents underway; staff currently working on irrigation and site construction. Playground finalized; working on restroom, electrical, site furnishings and picnic shelters. Construction documents are at approximately 70% completion. Official groundbreaking was held June 1st; construction documents are pending budgets and the restroom structure placement. Finalizing construction documents; review plan set was sent to Bolthouse end of September 2023. Plans were bid out for preliminary budget numbers; currently finalizing landscape construction and architectural details. Weekly/bi-weekly meetings with Bolthouse are occurring beginning January 2024 to hone budget, schedule and fine details. PG & E application is being processed. Onsite work completed includes completion of post tension slab for sports courts, curb and gutter for parking lot, and staking/placement of light standards. Finalizing site amenities and landscape plans; picnic shelter plans are approved. Onsite, restroom is up, 90% completion on sports courts, parking lot is complete, site concrete being poured. Bolts and footings for the shelters were delivered December 2024.

### PROJECT OVERVIEW

PLANNING/CONCEPTUAL DESIGN	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Survey	By Bolthouse	12/2021	01/2022	
Geotechnical Survey	By Bolthouse	10/2021	12/2021	Complete; filed report.
Preliminary Design	In Lieu-NOR	8/2015	1/2021	Final renderings being produced.
Final Site Development Plan	Bolthouse/NOR	2/2021	11/2021	Approved.
Grant Application	Pending	7/2022		CPRS/Gametime Healthy Play Initiative Grant awarded. Pending receipt of documents.
Environmental Determination				
Site Plan Review	By Bolthouse	09/2021	01/2022	Approved w/ minor comment by COB.

CONSTRUCTION DOCUMENTS	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Site Construction Plans		02/2023		In progress.
Grading and Drainage Plans		02/2022	04/2023	Surveying complete; civil cut/fill balance before setting final grades. Grading plan in for final permit.
Irrigation Plans		03/2023		In progress
Landscape Plans		12/2021	04/2023	Planting plan 100% complete; pending electrical changes.
Structural Engineering Plans				
Architectural Plans		03/2023		In progress
Electrical/Lighting Plans		03/2023	03/2024	90% complete
Site Furnishings and Details		02/2023		In progress.

Building Permits		
Specification and Record Package		

#### **CAPITAL IMPROVEMENT PROJECTS**

#### **FISCAL YEAR 2024-2025**

PROJECT: MASTER PLAN 2025-2035

Budgeted Amount: \$250,000 Date Budget Approved: July 15, 2024 Budget Spent to Date: \$0

#### PROJECT SUMMARY

NOR's Master Plan has been consistently updated approximately every 10 years or so. The Master Plan is the guiding document for land acquisition, planning and capital improvements, as well as reviewing recreation trends, program needs, major maintenance projects and future projections.

STATUS SUMMARY Date: December 11, 2024

District ADA Self-Evaluation and Transition Plan with DAC, Inc (ON HOLD). This plan will drive portions of the Major Maintenance plan and also evaluate existing park sites for better design accessibility, useful information for future park planning. Preliminary work slated to begin early September. Also working with Kern County Planning, Kern County RPDs and CSDs to procure a nexus study for the review of impact fees as well as update the county General Plan. As of Oct. 14<sup>th</sup> 2021 meeting, nexus study is moving forward with 10 agencies; staff is the lead on the project (ON HOLD). DAC is complete with data collection in the field; entering into DACtrac for tracking. Working on community input portion of contract; this part is on hold pending response from DAC. City of Bakersfield is also doing their master plan for parks, staff is participating in workshops and meetings since so much of the information can be cross referenced between the two agencies. Phone call regarding the Bakersfield Parks Master Plan was held in July 2024 with City Council receiving reports and recommendations. NOR is reviewing RFPs for NOR Master Plan; project is scheduled internally calendar Q3-Q4 pending staff availability. No updates for December.

#### PROJECT OVERVIEW

PROJECT CONSTRUCTION	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
DAC/ ADA Transition Plan	\$83,680.00	09/2021		Data collected, working w/ staff for community involvement
ADA Public Input		03/2022		Finalizing community documents
Bids Received				
Bid Award				
Project Construction				
Notice of Completion				
Record Notice of Completion				
Commence Maintenance Period				
Grant Final Document				
Finalize Financial Records				
O&M-NOR turnover				

PROJECT CHANGE ORDERS	AMOUNT	

# <u>Staff Reports</u> Major Maintenance Projects

#### **FISCAL YEAR 2024-2025**

PROJECT: EMERALD COVE PARK

Date Budget Approved: <u>July 15<sup>th</sup>, 2024</u>,

Budget Spent to Date: \$0.00

PROJECT SUMMARY	
Emerald Cove has one project: Parking lot rehab.	

STATUS SUMMARY Date: 12/12/2024

#### PROJECT OVERVIEW

Budgeted Amount: \$250,000.00

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
_	-			

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

#### **FISCAL YEAR 2024-2025**

PROJECT: MAJOR MAINTENANCE PARK FIXTURES / DISTRICT TREE TRIMMING

Budgeted Amount: \$178,000.00 Date Budget Approved: July 15th, 2024, Budget Spent to Date: \$3005.59

#### **PROJECT SUMMARY**

PROJECT OVERVIEW

Site Furnishing Replacement: Second phase is to replace all the wooden picnic tables throughout the district to aluminum picknick tables bringing them up to the district standard. The wood picnic tables are a maintenance issue due to vandalism and their age/condition. The parks included in this project include Riverview, Rasmussen, Sears, McCray, North Highland, Beardsley, Fruitvale Norris, Greenacres, Liberty, Olive East, Olive West, Emerald Cove, Westdale. District Tree Trimming Project: This project will cover three to four of the Districts larger parks with older and mature trees that are in need of maintenance to insure the integrity and safety of these trees.

STATUS SUMMARY	Date: <u>12/12/2024</u>
II	

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Liberty Light Upgrade	\$3005.59	11/4/24	11/26/24	Completed
			İ	

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

NOTES		
110123		

#### **FISCAL YEAR 2024-2025**

#### PROJECT: GREENACRES COMMUITY CENTER

Budgeted Amount: \$78,000.00 Date Budget Approved: July 15th, 2024, Budget Spent to Date: \$5,564.24

#### **PROJECT SUMMARY**

Greenacres Community Center has multiple projects budgeted this year. These projects include Senior Center Roof replacement, Gym Floor Recoat, Architectural Signage for the center and pool, Pool ADA lift, Lane Lines, and Chlorine Injector "scheduled 2<sup>nd</sup> Quarter". The Greenacres Community Center Roof has reached its life expectancy and maintenance patches/repairs are no longer sufficient "Scheduled for May".

STATUS SUMMARY Date: 12/12/2024

#### PROJECT OVERVIEW

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
ADA Lift	\$6,243.99			Delivered 12/7/24
Lane Lines	\$3,064.80			Ordered swept
Clorine Injector	\$4,060.69			Ordered
Gym Floor Resurface	\$4.220.00	01/02/25		Scheduled for 01/02/25
Office Project	\$5,564.24	11/22/24		In house

#### **FISCAL YEAR 2024-2025**

PROJECT: NORTH HIGHLAND PARK

Rudgeted Amount: \$288,000,00	Date Budget Approved: July 15th, 2024.	Rudget Spent to Date: \$0.00

#### **PROJECT SUMMARY**

North Highland Park has multiple projects: They include shelter replacement, playground replacement, and restroom/concessions building rehab that will include a roof and facia repair/replacement, exterior/interior paint and restroom fixtures and partition refresh "Scheduled for March"

STATUS SUMMARY	Data: 12/12/202
STATUS SUMMART	Date: 12/12/202

#### PROJECT OVERVIEW

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Playground				In Design
Shelter				In Design

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

#### **FISCAL YEAR 2024-2025**

PROJECT: NORTH ROSEDALE

Budgeted Amount: \$30,000.00 Date Budget Approved: July 15th, 2024, Budget Spent to Date: \$13,784.04

#### **PROJECT SUMMARY**

Bathroom/Concessions Building rehab: Replace damaged roof and facia, paint building exterior, replace bathroom partitions and paint women's restroom interior "Scheduled for November".

STATUS SUMMARY Date: 12/12/2024

#### PROJECT OVERVIEW

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Restroom Concession Stand Roof/Paint Project	\$9,55.68	10/28	11/15	In House
Women's Bathroom Partitions	\$4,728.36	11/08		Delivered awaiting Installation – In house

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

#### **FISCAL YEAR 2024-2025**

PROJECT: RIVERLAKES COMMUITY CENTER

Budgeted Amount <u>: \$12,000</u>	Date Budget Approved <u>: July 15<sup>th</sup>, 2024,</u>	Budget Spent to Date: <u>\$0.00</u>
PROJECT SUMMARY		
Riverlakes Community Center has one pr	oject budgeted this year. Gym floors recoat.	

Date: 12.12/2024

#### PROJECT OVERVIEW

STATUS SUMMARY

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS
Gym Floor Resurface	\$8,565.00	12/19		Scheduled for 12/19/24

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

#### **FISCAL YEAR 2024-2025**

#### PROJECT: RIVERVIEW COMMUNITY CENTER

Budgeted Amount: \$82,500.00 Date Budget Approved: July 15th, 2024, Budget Spent to Date: \$0.00

#### **PROJECT SUMMARY**

Riverview Community Center has multiple projects budgeted this year. These projects include Gym floor repair and resurface, Paint gym interior, Community Center window replacement, and Architectural signage "Scheduled for January & February".

STATUS SUMMARY	Date: <u>11/16/202</u> 4

#### PROJECT OVERVIEW

PROJECT CONSTRUCTION	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

#### **FISCAL YEAR 2024-2025**

PROJECT: RASMUSSEN SENIOR CENTER

Date Budget Approved: July 15th, 2024,

Budget Spent to Date: \$0.00

PROJECT SUMMARY		

SAC has multiple projects this year. They include Rental Catering area upgrade "Scheduled for February", outdoor recreation area "to be Scheduled", Repair parapet roof "Scheduled for April", and Architectural signage.

STATUS SUMMARY Date: 11/16/2024

#### PROJECT OVERVIEW

Budgeted Amount: \$60,000.00

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION

#### **FISCAL YEAR 2024-2025**

PROJECT: SEARS PARK

Date Budget Approved: <u>July 15<sup>th</sup>, 2024</u>,

Budget Spent to Date: \$0.00

Date: 12/12/2024

PROJECT SUMMARY
Interior Retrofit for programing: Floors lighting, paint interior/exterior, window, miscellaneous repairs.

#### **PROJECT OVERVIEW**

STATUS SUMMARY

Budgeted Amount: \$35,00.00

PROJECT	CONTRACTED AMT.	START DATE	END DATE	NOTES/STATUS

PROJECT CHANGE ORDERS	AMOUNT	DESCRIPTION



### **FINANCIAL REPORT**

#### **NOVEMBER 2024 BUDGET REPORTS**

Attached are the preliminary November 2024 monthly computer budget reports summarizing revenues and expenditures by major fund.

All monthly computer budget reports and balance sheet reports will be available for review at Board meetings including:

Budget Reports
Business Type Reports
Balance Sheet

12/09/24 07:24:49

#### NORTH OF THE RIVER REC & PARK Statement of Expenditure - Budget vs. Actual Report Report ID: B100F For the Accounting Period: 11 / 24

Page: 1 of 1

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% (
10 General Fund	1,120,997.90	6,102,986.76	16,901,877.00	16,901,877.00	10,798,890.2	4 36%
31 North Meadows	32,023.33	161,682.34	550,346.00	550,346.00	388,663.6	6 29%
41 Capital	125,918.75	489,050.04	4,212,526.00	4,212,526.00	3,723,475.9	6 12%
90 N. Bak. Recreation Foundation	25.00	25,170.00	29,900.00	29,900.00	4,730.0	0 84%
Grand Total:	1,278,964.98	6,778,889.14	21,694,649.00	21,694,649.00	14,915,759.8	6 31%

12/09/24 07:25:47 NORTH OF THE RIVER REC & PARK

Statement of Revenue Budget vs Actuals

For the Accounting Period: 11 / 24

Page: 1 of 1 Report ID: B110F

P d	Received Current Month	Received YTD	Estimated Dansey	Revenue % ( 42) To Be Received Received
Fund	Current Month	Received itD	Estimated Revenue	TO BE RECEIVED RECEIVED
10 General Fund	1,131,831.56	3,273,005.98	16,716,676.00	13,443,670.02 20 %
31 North Meadows	15,356.84	19,166.38	430,509.00	411,342.62 4 %
35 NOR Park	27,556.43	34,947.87	652,007.00	617,059.13 5 %
41 Capital	0.00	0.00	3,912,950.00	3,912,950.00 0 %
90 N. Bak. Recreation Foundation	0.00	25,500.00	29,900.00	4,400.00 85 %
Grand Total:	1,174,744.83	3,352,620.23	21,742,042.00	18,389,421.77 15 %

12/09/24 07:23:10

# NORTH OF THE RIVER REC & PARK Income Statements Summarized For the Accounting Period: 11 / 24

Page: 1 of 5
Report ID: LB170AS

10 General Fund

				Current	Year	
			Current			
			Month	Current YTD	Budget	Variance
REVENUES						
	Property Taxes		401 174 20	1,580,676.96	0 705 637 00	-8,124,960.04
	Interest		24,972.49	29,194.90		-52,805.10
	Grants		58,562.03	,	712,122.00	•
440000			,	,	•	•
			47,959.05		1,178,213.00	
	Donations/Sponsorships		6,256.00	,	,	-554,555.00
	Rentals		63,954.25	374,604.60		-551,045.40
	Other Financing Sources				,	-936,500.00
480000	Miscellaneous		528,953.54	992,510.61	2,583,887.00	-1,591,376.39
	Total REVENUES		1,131,831.56	3,273,005.98		
EXPENDITU	JRES					
510000	Salaries/Wages		439,991.51	2,151,669.33	7,634,770.00	5,483,100.67
519000	Program Salaries/Wages		157,051.88	698,251.30	415,205.00	-283,046.30
520000	Employee Benefits		152,757.75	1,090,341.75	2,684,479.00	1,594,137.25
529000	Program Employee Benefits		23,891.69	104,291.00	101,955.00	-2,336.00
530000	Contractual Services		59,738.26	224,656.00	939,743.00	715,087.00
539000	Program Contractual Services		2,970.14	59,735.97	161,185.00	101,449.03
540000	Outside Services		135,514.69	1,061,011.70	2,177,252.00	1,116,240.30
549000	Program Outside Services			329.00	16,259.00	15,930.00
550000	Materials And Supplies		83,421.63	393,253.92	985,208.00	591,954.08
559000	Program Materials And Supplie	S	6,985.44	39,731.29	148,718.00	108,986.71
560000	Travel, Dues And Licenses		22,230.19	76,769.55	219,391.00	142,621.45
569000	Program Travel/Dues/Lic		700.16	1,514.66	17,281.00	15,766.34
570000	Leases And Rentals		17,931.71	88,053.04	210,266.00	122,212.96
579000	Program Leases/Rentals				2,500.00	2,500.00
580000	Capital Purchases			90,479.94	174,165.00	83,685.06
589000	Capital Outlay		17,812.85	22,898.31	1,013,500.00	990,601.69
	Total EXPENDITURES		1,120,997.90	6,102,986.76		
		Net Income (Loss)	10,833.66	-2,829,980.78		

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# NORTH OF THE RIVER REC & PARK Income Statements Summarized For the Accounting Period: 11 / 24

Page: 2 of 5
Report ID: LB170AS

31 North Meadows

		Current Year				
		Current				
		Month	Current YTD	Budget	Variance	
REVENUES						
420000 Interest		829.05	552.99	7,800.00	-7,247.01	
470000 Other Financing Sources		14,527.79	18,613.39	422,709.00	-404,095.61	
Total REVENUES		15,356.84	19,166.38			
EXPENDITURES		10,000.01	13,100.00			
510000 Salaries/Wages		14,545.28	73,071.06	226,848.00	153,776.94	
520000 Employee Benefits		5,816.18	29,265.43	129,648.00	100,382.57	
530000 Contractual Services		4,721.15	33,354.47	116,500.00	83,145.53	
540000 Outside Services		3,896.12	18,249.04	44,150.00	25,900.96	
550000 Materials And Supplies		2,672.58	6,527.82	33,200.00	26,672.18	
570000 Leases And Rentals		372.02	1,214.52		-1,214.52	
Total EXPENDITURES		32,023.33	161,682.34			
Ne	et Income (Loss)	-16,666.49	-142,515.96			

12/09/24	NORTH OF THE RIVER REC & PARK	Page: 3 of 5
07:23:10	Income Statements Summarized	Report ID: LB170AS
	For the Accounting Period: 11 / 24	

35 NOR Park

		Current Year			
		Current			
		Month	Current YTD	Budget	Variance
REVENUES					
420000 Interest		10,002.36	10,448.99	59,500.00	-49,051.01
470000 Other Financing Source	es	17,554.07	24,498.88	592,507.00	-568,008.12
Total REVENU	JES	27,556.43	34,947.87		
	Net Income (Loss)	27,556.43	34,947.87		

12/09/24 NORTH OF THE RIVER REC & PARK Page: 4 of 5 07:23:10 Income Statements Summarized Report ID: LB170AS For the Accounting Period: 11 / 24

41 Capital

			Current	Year	
		Current			
		Month	Current YTD	Budget	Variance
REVENUES					
420000 Interest				180,000.00	-180,000.00
430000 Grants				1,280,475.00	-1,280,475.00
470000 Other Financing Sources				2,352,475.00	-2,352,475.00
480000 Miscellaneous				100,000.00	-100,000.00
Total REVENUES					
EXPENDITURES					
510000 Salaries/Wages		11,433.69	57,601.22	194,036.00	136,434.78
520000 Employee Benefits		1,827.68	13,049.15	59,054.00	46,004.85
530000 Contractual Services		11,900.00	11,939.96	22,550.00	10,610.04
550000 Materials And Supplies				300.00	300.00
560000 Travel, Dues And Licenses		809.55	2,549.73	3,636.00	1,086.27
570000 Leases And Rentals		99,743.89	99,743.89	200,000.00	100,256.11
589000 Capital Outlay		203.94	304,166.09	3,732,950.00	3,428,783.91
Total EXPENDITURES	3	125,918.75	489,050.04		
	Net Income (Loss)	-125,918.75	-489,050.04		

12/09/24 NORTH OF THE RIVER REC & PARK Page: 5 of 5 07:23:10 Income Statements Summarized Report ID: LB170AS For the Accounting Period: 11 / 24

90 N. Bak. Recreation Foundation

		Current	Year	
	Current			
	Month	Current YTD	Budget	Variance
			25,000.00	-25,000.00
		25,500.00	4,900.00	20,600.00
		25,500.00		
		25,145.00	28,900.00	3,755.00
	25.00	25.00	1,000.00	975.00
	25.00	25,170.00		
income (Loss)	-25.00	330.00		
	income (Loss)	Current Month 25.00	Current Month Current YTD  25,500.00  25,500.00  25,145.00  25.00  25.00  25,170.00	Month Current YTD Budget  25,000.00 25,500.00 25,500.00  25,500.00  25,145.00 25,000.00 25,145.00 25,000.00 25,170.00

12/09/24 NORTH OF THE RIVER REC & PARK Page: 1 of 3 Balance Sheet
For the Accounting Period: 11 / 24 07:20:45 Report ID: L150

Combined Funds

Assets

Cash		
Cash On Deposit Co. Treasurer	5,993,780.35	
Cash NOR Park Maintenance	3,296,986.93	
Cash in AP Account	336,214.84	
Cash In Payroll Account	350,369.02	
Cash In Bank Transfer Account	885,609.94	
Cash In Flex Benefit Account	8,682.65	
Imprest Cash	1,400.00	
Change Fund	2,251.00	
Cash (County Quimby)	513,727.48	
Cash (City Quimby)	418,909.18	
N Meadows Landscape Maintenance	161,581.35	
Cash (City Park Development)	4,304,010.42	
Cash - County Park Development	2,454,132.03	
Cash - N Bak Rec Foundation	223,987.58	
Total Cash		18,951,642.77
		.,,
Prepayments and Receivables		
Revenue Clearing Acct	( 36,678.83)	
,		
Total Prepayments and Receivables		( 36,678.83)
Total Prepayments and Receivables		( 36,678.83)
Total Prepayments and Receivables		( 36,678.83)
Total Prepayments and Receivables		( 36,678.83)
		( 36,678.83)
Inventory		( 36,678.83)
Inventory Raw Food Inventory	15,909.41	( 36,678.83)
Inventory		( 36,678.83)
Inventory Raw Food Inventory Food Serv. Supplies Inventory	15,909.41 4,076.96	
Inventory Raw Food Inventory	15,909.41 4,076.96	( 36,678.83) 19,986.37
Inventory Raw Food Inventory Food Serv. Supplies Inventory	15,909.41 4,076.96	
Inventory Raw Food Inventory Food Serv. Supplies Inventory	15,909.41 4,076.96	
Inventory Raw Food Inventory Food Serv. Supplies Inventory Total Inventory	15,909.41 4,076.96	
Inventory Raw Food Inventory Food Serv. Supplies Inventory Total Inventory Fixed Assets	15,909.41 4,076.96	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building	15,909.41 4,076.96  5,737,143.73 15,264,139.90	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciaton - Bldg	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciaton - Bldg Furniture, Fixtures & Equipmnt	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciation - Bldg Furniture, Fixtures & Equipmnt Accumulated Depreciation-Equip	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciaton - Bldg Furniture, Fixtures & Equipmnt Accumulated Depreciation-Equip Improvements, Other Than Bldgs 3	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciaton - Bldg Furniture, Fixtures & Equipmnt Accumulated Depreciation-Equip Improvements, Other Than Bldgs 3 Accum Deprec - Improvements 1	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciaton - Bldg Furniture, Fixtures & Equipmnt Accumulated Depreciation-Equip Improvements, Other Than Bldgs 3	15,909.41 4,076.96 	
Inventory Raw Food Inventory Food Serv. Supplies Inventory  Total Inventory  Fixed Assets Land Building Accumulated Depreciaton - Bldg Furniture, Fixtures & Equipmnt Accumulated Depreciation-Equip Improvements, Other Than Bldgs 3 Accum Deprec - Improvements 1	15,909.41 4,076.96 	

## 12/09/24 NORTH OF THE RIVER REC & PARK Page: 2 of 3 07:20:45 Balance Sheet Report ID: L150

For the Accounting Period: 11 / 24

Combined Funds

-----Total Assets 39,317,722.12 Liabilities and Equity Accounts Payable Vouchers Payable 99.00 307,815.44 Checks Payable \_\_\_\_\_ Total Accounts Payable 307,914.44 Payroll/Benefits Payable 12.37) Federal Taxes Payable 88.68) Employee FICA Tax Payable ( Dental/Vision Payable 0.00 \_\_\_\_\_ 101.05) Total Payroll/Benefits Payable ( Other Accounts Payable RV Deposits Payable 7,482.50 GA Deposits Payable 12,441.50 24,548.50 Riverlakes Deposits Payable 7,537.50 SAC Deposits Payable Capital Deposits Payable 4,157.14 CIP Deposits Payable 2,400.00 Youth Sports Deposits Payable 14,415.00 5,000.00 CAPK Deposit Payable 13,343.48 Refund Clearing Acct 980.39 Credit Card Payable 513,727.48 Deposits Payable (Co. Quimby) Security/Insurance Deposits 275.00 Deposits Payable (City Quimby) 454,149.20 Deposits Payable-City Park Dev 3,754,127.96 Dep. Pay. - County Park Devel. 3,004,014.49 7,818,600.14 Total Other Accounts Payable Other Payroll/Benefits Payable Worker's Compensation Payable 22.33 CALPERS 7.0 2,130.65 CALPERS PEPRA 3,163.94 CALPERS Member 7.35 28,531.89) Disability ( Kaiser Health Insurance 70,724.51)

12/09/24	NORTH OF THE RIVER REC & PARK	Page: 3 of 3
07:20:45	Balance Sheet	Report ID: L150

For the Accounting Period: 11 / 24

Combined Funds

Life		402.11
United Way		8.00
Voluntary Life	(	882.66)
Aflac Coverage	(	1,423.87)
Gym Membership	(	269.85)
Cafeteria Plan		8,567.23
Garnishments Payable	(	410.00)
CA St Disbursement Unit		52.61

Total Other Payroll/Benefits Payable ( 87,888.56)

Total Liabilities 8,038,524.97

Fund Equity

Fund Balance-Restricted Cash 866,020.95 Fund Bal-Res. For Prepaid Exp. 6,040.40 14,276.19 Fund Bal-Reserve For Inventory 2,000,000.00 Fund Bal-Reserve For Tax Alloc 750,000.00 Fund Bal-Reserv Cap Maint Proj 151,924.72 Fund Bal-Designated Nbr Fdn. 318,193.91 Fund Balance-Reserve For Encum 135,000.00 Investment-From Bond Proceeds 2,531,440.66 Investment-Donated Assets Investment-Gen. Fund Sources 4 55,404,704.98 Investment Depreciation 1 ( 37,688,373.83) Interfund Transfer 10,216,238.08 Unreserved Fund Balance CURRENT YEAR INCOME/(LOSS) ( 3,426,268.91)

Total Fund Equity 31,279,197.15

\_\_\_\_\_

Total Liabilities & Equity 39,317,722.12

# MONTHLY PERSONNEL REPORT DECEMBER 2024

Number of Employees NOVEMBER 2024	
Part-time	154
Regular Salaried	81
Total	235
Additions NOVEMBER 2024	
Part-time	13
Regular Salaried	0
Separations NOVEMBER 2024	
Part-time	2
Regular Salaried	1
Average # of employees paid NOVEMBER 2024	223
NOVEMBER 2024- EMPLOYMENT APPLICATIONS	
Coach	6
Instructor	2
Park Area Supervisor	5
Program Leaders	5
Ranger - Sub	3
Recreation Leader	2
Santa/Santa's Helper	6
TOTAL APPLICATION	29

#### **CURRENT JOB OPENINGS**

Manager – Expanded Learning Program – deadline, 01/06/2025
Park Maintenance Worker I (full-time) – open until filled
Program Leaders – Standard School District – on going
Ranger – Substitutes – open until filled
Recreation Leader – Afterschool Junior Theatre – open until filled
Instructors, Athletic and Leisure programs – on going



To: Board of Directors Subject: December Staff Report

Date: December 16, 2024

From: Lauren Cronk
Director of Recreation

#### Staff Report

#### • Concluded Programs:

- Adult Softball concluded its fall season.
- The Santa Breakfast welcomed over 140 participants.
- The Standard School District Explore program, in partnership with NOR, received the Golden Bell Award for the 2023-2024 school year from the California School Board Association.
- The 51st Annual NOR Christmas Parade featured over 50 entries, involving a total of 2,300 participants.

#### Current Programs:

- The Santa Letter Express has received over 600 letters, with the last day for submissions being Monday, December 16th.
- The Jr. Theatre program is currently serving its third school, Rosedale North Elementary School.

#### Upcoming Programs:

- The Greenacres Community Center will host its annual Winter Camp from December 23rd to January 3rd.
- The Mixed Pickles Tournament (Pickleball) will be held on Saturday, January 25th, at the Greenacres PicklePlex.
- Contingent upon Board approval, NOR will partner with the Norris School District to offer two 7-week Jr. Theatre programs, held one day per week.



# **TRAINING REPORT December/January**

<u>DATE</u>	TRAINING	LOCATION	<u>ATTENDEES</u>
Ongoing	NEOGOV – Perform/Onboard	Online	Grijalva, Miller
Ongoing	First 5 Trainings	Online	Neighborhood Staff
Ongoing	On-Line Training Specific to Departments	Assigned by HR	All Departments
Ongoing	Pesticide On-Line Training	Online	Certified Parks Staff



Lennar Homes of California, LLC Mission Lakes - Tentative Tract Nos. 7461, 7462, 7463 and 7464 City of Shafter

Dear Members of the Board of the North of the River Recreation and Park District,

Lennar Homes of California, LLC ("Lennar") is a nationwide residential builder that is in the process of developing a total of 1,989 homesites within the Mission Lakes community, including Tentative Tract Nos. 7461 (281 lots), 7462 (836 lots), 7463 (548 lots) and 7464 (324 lots) located in the City of Shafter ("City"). As part of the development process, Lennar has designed several upscale neighborhood parks within each subdivision listed above, and is preparing for construction of these parks, which consist of a total of approximately seventy-nine (79) acres (collectively, "Park" or "Parks") approved through the Mission Lakes Specific Plan. Attached for convenient reference is a conceptual rendition of above-referenced Tentative Tracts and placement of neighborhood Parks.

More specifically, Tract No. 7461 will include a 2.69-acre neighborhood public park, known as Lot A of Tentative Tract No 7461. Tract No. 7462 will include two parks: Lot B neighborhood public park on approximately 1.98-acres, and an additional neighborhood park on Lot C consisting of approximately 2.40-acres. Tract No. 7463 will include three parks: Lot A neighborhood public park on approximately 1.71 acres, Lot B neighborhood public park on approximately 1.61 acres, and Lot AA community park on approximately 43.32 acres. Tract 7464 will include two parks: Lot A neighborhood park on approximately 3.51 acres, and a larger park/recreation park located on Lot E of approximately 21.19 acres.

According to conditions of approval for development, prior to construction, Lennar is required to submit Park plans for review and approval by <u>both</u> the City and North of the River Recreation and Park District ("NOR"), and upon completion and the City's acceptance of all improvements, to deed the Park to NOR, at which time NOR would assume all maintenance and repair obligations.

For the reasons herein, Lennar respectfully requests that Park plans be reviewed and approved by the City, and following construction, the Parks be deeded to the City and thereafter maintained by a Community Facilities District ("CFD") that has been formed by Lennar for the specific purpose of funding, maintaining and improving the Parks.

Lennar has invested (and will continue to invest) a significant amount of time, money and other resources toward forming the CFD, completing all of the Park engineering and development plans (which consist of very lush and upscale designs) and preparing for preliminary improvements on Park sites. By way of example, attached hereto as Attachment 2 is the conceptual drawing and corresponding legend for the community park on 43.32 acres in Tract No. 7463, which illustrates the lush landscape and upscale features and amenities of this Park.

If required to submit plans for review and approval to NOR, Lennar will unnecessarily incur significant delays and costly design changes, as NOR has its own development schedules/deadlines that will delay the process, as well as development standards that will significantly decrease the quality of the Parks by incorporating substandard materials, labor and/or processes for development.

For instance, Lennar has developed several lavish parks in other communities, including the Gossamer Grove community, which is currently maintained by a Community Facilities District, and which involves



a level of service that we, as developers, expect to be consistent to the amenity level that corresponds with Lennar's branding.

Attached hereto as Attachment 3 is the design for one of the parks constructed by Lennar in the Gossamer Grove community. As with Gossamer Grove, the Parks constructed in the Mission Lakes community will include numerous upscale features and amenities, and will require the same or greater level of repair and maintenance following construction.

Lennar is known nationwide for its unique craftsmanship in building communities for nearly every lifestyle and has considerable experience in developing public parks and common areas associated with these communities. In addition to avoiding costly delays and downgraded design changes, the CFD is in the best position to ensure that the Parks are constructed, maintained and repaired in a timely manner with the same high-quality standards that distinguish Lennar on a national level.

We are available to discuss the foregoing in further detail at your convenience, and very much appreciate your attention to this letter.

Sincerely,

Lennar Homes of California, LLC



#### ATTACHMENT 1 – MISSION LAKES – TTM's 7461, 7462, 7463 & 7464



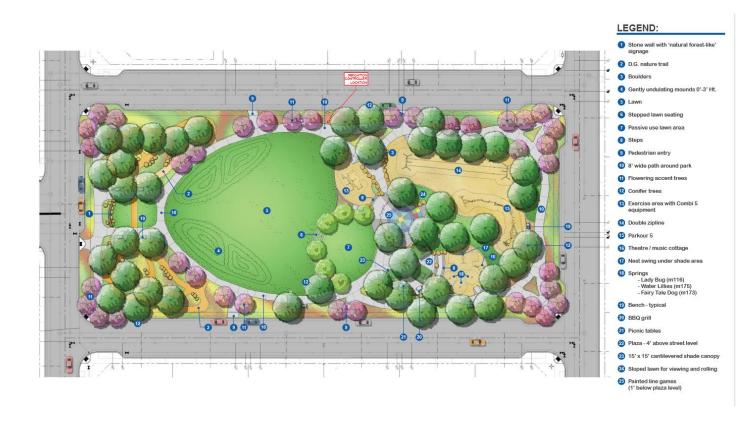


#### ATTACHMENT 2 - MISSION LAKES - 43.32 Acre Park





#### **ATTACHMENT 3 – GOSSAMER GROVE – Forrest Park**



NORTH OF THE RIVER RECREATION AND PARK DISTRICT PRESENTS A LIST OF BILLS FOR THE DECEMBER 16, 2024 BOARD MEETING

Vendor #/Name: 555 Brock's Trailers, Inc.

# NORTH OF THE RIVER REC & PARK Vendor Detail Query

For claims processed from: 11/24 to 11/24

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Report ID: AP200A

					Claim		Check			Acct.					
D	oc #		Invoid	ce #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	0bject	Proj
	dor #/1	Name:	5	AT & T											
CL	55045		22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24	30.83	11/10/24	11/24		10 538	540000	542300	)
CL	55045	13	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24	31.78	11/10/24	11/24		10 544	540000	542300	1
CL	55045	14	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24	30.83	11/10/24	11/24		10 533	540000	542300	1
CL	55045	17	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24	30,83	11/10/24	11/24				542300	
CL	55045	18	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24	90.14	11/10/24	11/24				542300	
CL	55045	1	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24	31.34	11/10/24	11/24				542300	
CL	55045	19	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24		11/10/24					542300	
CL	55045	20	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24		11/10/24					542300	
CL	55045	12	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24		11/10/24					542300	
CL	55045	16	22564483	3 10/10/24-11/09/24	11/18/24	182692	11/22/24		11/10/24					542300	
CL	55045	11	22564483	3 10/10/24-11/09/24			11/22/24		11/10/24					542300	
CL	55045	4	22564483	3 10/10/24-11/09/24			11/22/24		11/10/24					542300	
CL	55045	10	22564483	3 10/10/24-11/09/24			11/22/24		11/10/24					542300	
CL	55045			3 10/10/24-11/09/24	1 1		11/22/24		11/10/24					542300	
CL	55045			3 10/10/24-11/09/24			11/22/24		11/10/24					542300	
CL	55045			3 10/10/24-11/09/24			11/22/24		11/10/24					542300 542300	
CL	55045	-		3 10/10/24-11/09/24			11/22/24	5/.	11/10/24					542300	
CL	55045	_		3 10/10/24-11/09/24			11/22/24		11/10/24					542300	
CL	55045	_		3 10/10/24-11/09/24			11/22/24		11/10/24					542300	
CL	55045	7	2256448	3 10/10/24-11/09/24	11/18/24	182692	11/22/24 Total:	1,227.71		11/24		10 330	340000	342300	
Ven	dor #/1	Name:	40	Joe Montelongo											
CL	55078	1	111724	11/5/24-11/17/24	11/19/24	182706	11/22/24	184.00	11/17/24	11/24		10 631	539000	539450	)
							Total:	184.00							
Ven	dor #/1	Name:	53	B&B Surplus Inc.											
CL	54997	1	1184367	base hole	11/12/24	182646	11/15/24	51,96	11/05/24	11/24				589960	
CL	55048	3	1184344	remnant steel	11/18/24	182693	11/22/24	387.26	11/05/24	11/24				589960	
CL	55048	1	1184646	base/hole	11/18/24	182693	11/22/24	48.71	11/06/24	11/24				556000	
$\mathtt{CL}$	55048	2	1184345	weldable hinge	11/18/24	182693	11/22/24		11/05/24					589960	
CL	55096	1	1186833	remant steel	11/25/24	182734	11/27/24	29.77	11/15/24	11/24		10 510	550000	556000	)
							Total:	571,83	1						
Ven	dor #/1	Name:	132	Powerstride Battery											
CL	54964	1	924083	FN pressure washer	11/05/24	182624	11/08/24		08/15/24	11/24		10 501	550000	556000	,
							Total:	120.50							
	dor #/1			R & R Products, Inc			11 (07 (04	0 060 76	09/17/24	11/24		10 511	550000	558600	1
CL	55123	1	2956337	engine 18hp-Toro sa	11/26/24	182752		•		11/24		10 511	330000	, 33000	•
		_			4111-1-1-		Total:	2,062.76							
	dor #/1			Bakersfield Air Con				220 52	10/30/24	11/24		10 514	589000	58990	9
CL	55001	1	5804246	ac supplies-NR	11/12/24	18264/	11/15/24 Total:	220.52		11/23		10 514	505000	, 50550.	
	a # /s		262	There a wood			TOLAL.	220.32	•						
	dor #/1			Abate-a-weed	11/05/24	192591	11/08/24	84 75	08/27/24	11/24		31 592	550000	556000	0
	54929			string line			11/08/24		08/27/24					55600	
LI.	54929	2	10459/4	weed-eater head	11/03/24	102301	Total:	108.55		,					
Ven	dor #/1	Name .	309	Earl Absher			10041.	100.50	•						
	55117			10/22/24-11/06/24	11/26/24	182741	11/27/24	1,141.00	11/26/24	11/24		10 606	539000	53930	0
C.L	JJ111		112024	, -=,, 00, 24	,,,		Total:	1,141.00							
Ven	dor #/1	Name ·	402	All Phase Electric				,							
	54931			. Beardsley pump tro	11/05/24	182583	11/08/24	250.00	08/29/24	11/24		10 501	550000	55600	0
		-		2 1 -			Total:	250.00	)						

# NORTH OF THE RIVER REC & PARK Vendor Detail Query

For claims processed from: 11/24 to 11/24

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Report ID: AP200A

		Claim		Check			Acct.					
Doc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	Object	Pro
endor #/Na	ame: 555 Brock's Trailers,	Inc.										
L 55002	1 1406 ramps-Maint	11/12/24	182649	11/15/24		09/19/24				550000		
L 55002	2 1406 ramps-Maint	11/12/24	182649	11/15/24		09/19/24	11/24		10 511	530000	534300	
				Total:	1,246.56							
endor #/Na	_			1 1		/ /	11/04		10 511	550000	EE9600	
L 54993	1 99933 battery-maint	11/12/24	182641	11/15/24		10/22/24	11/24		10 511	550000	338600	
				Total:	58.83							
endor #/Na		11/05/24	102502	11/09/24	12:10	09/04/24	11/24		10 502	550000	555700	
54930	2 65019 glass cleaner/squee 1 65019 fasteners			11/08/24		09/04/24				550000		
L 54930 L 54930	5 65106 fastners & glue			11/08/24		09/25/24				550000		
54930 54930	6 65183 pvc irrig. fittings			11/08/24		10/15/24				550000		
54930	4 65094 disposable face mas					09/23/24			10 502	550000	555600	
54930	3 65063 disinfectant wipes			11/08/24		09/16/24			10 502	550000	555700	
54995	1 65251 power cord			11/15/24	10.81	11/01/24	11/24		10 510	550000	556000	
. 0				Total:	147.62							
endor #/Na	ame: 603 Verizon Wireless											
55076	1 9977640749 10/02/24-11/01	/2 11/19/24	182729	11/22/24	2,037.66	11/01/24	11/24		10 535	540000	542300	
				Total:	2,037.66							
ndor #/Na	ame: 813 Buck Owens Produc	tion Compan	y, Inc.									
54998	1 1077-00106 Fall Fest adve	rt 11/12/24	182650	11/15/24	714.00	10/31/24	11/24			530000		
54998	3 1077-00108 Fall Fest adve	rt 11/12/24	182650	11/15/24		10/31/24				530000		
54998	2 1077-00107 Fall Fest adve	rt 11/12/24	182650	11/15/24		10/31/24	11/24		10 300	530000	537000	
				Total:	1,065.90							
endor #/Na				( (		44 /40 /04	44.64		10 F10	530000	E22000	
55065	1 2271 tree service	11/18/24	182724	11/22/24		11/13/24	11/24		10 510	550000	332000	
	ame: 1000 Albert Sanchez			Total:	1,300.00							
endor #/Na L 54970	1 110524 reimbursement for	10 11/05/24	182580	11/05/24	2.667.68	11/05/24	11/24		10 200	487100	0	ı
1 34370	1 110324 Tellibursement 101	10 11/03/24	102300	Total:	2,667.68		,					
endor #/N	ame: 1101 SiteOne Landscape	Supply, LI	.c		•							
54968	17 146909506 spray nozzles			11/08/24	61.74	10/08/24	11/24		10 502	550000	556000	)
54968	11 146473372 PVC irrig. fitt	in 11/05/24	182627	11/08/24	-41,35	09/25/24	11/24		10 502	550000	556000	)
54968	10 146469986 PVC irrig. fitt				50.00	09/25/24	11/24		10 502	550000	557000	1
54968	12 146470708 PVC cement	11/05/24	182627	11/08/24	139.03	09/25/24	11/24		10 502	550000	556000	1
54968	13 146455237 irrig. supplies	11/05/24	182627	11/08/24	404.57	09/25/24	11/24		10 501	550000	556000	l
54968	15 146764186 rodent glue boa					10/03/24				550000		
54968	9 146469986 PVC irrig. fitt					09/25/24				550000		
54968	7 146377913 N. Meadows repa					09/23/24				550000		
54968	8 146399015 SC supplies			11/08/24		09/24/24				550000		
54968	2 145510395 marking flags			11/08/24		08/29/24				550000		
54968	1 145421764 FN irrig repair			11/08/24		08/27/24				550000		
54968	3 145561734 sports field pa					08/30/24				550000		
54968	4 145694873 mound clay			11/08/24		09/04/24				550000		
L 54968	6 146111357 mound clay			11/08/24		09/23/24				. 550000 : 550000		
L 54968	5 146288711 field striping					09/20/24				550000		
L 54968	16 146756019 standard irrig			11/08/24		10/03/24				550000		
L 54968	14 146667844 field striping					10/01/24				550000		
L 54968	20 146907881 PVC irrig. fitt					10/08/24				550000		
L 54968	19 146909506 channel lock pl					10/08/24				550000		
L 54968	22 146954260 PVC irrig fitti					10/09/24				550000		
L 54968	24 146988152 FN irrig. repai	r 11/05/24	182627	11/08/24	101.74	10/10/24	11/24		10 201	. 550000		-

# NORTH OF THE RIVER REC & PARK Vendor Detail Query

For claims processed from: 11/24 to 11/24

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Report ID: AP200A

_					FOI CI	amis pr	ocessed from	. 11/24 60	11/11							
					Claim		Check			Acct.						
Do	oc #		Invoice	#/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund	Org	Acct	Object	Proj
Vend	dor #/N	ame:	1101 S	iteOne Landscape Su	upply, LL	С										
CL	54968	23	146941806	N. Beardsley irri	11/05/24	182627	11/08/24	63.76	10/09/24	11/24		10	501	550000	556000	
CL	54968	26	147491918	irrig swing joint	11/05/24	182627	11/08/24	458.83	10/24/24	11/24		10	502	550000	556000	
CL	54968	25	147046125	striping paint	11/05/24	182627	11/08/24	139.23	10/11/24	11/24		10	502	550000	555800	
CL	54968	18	146909506	disposable gloves	11/05/24	182627	11/08/24	16.17	10/08/24	11/24		10	502	550000	555700	
CL	54968	21	146913406	Standard park irr	11/05/24	182627	11/08/24	532,53	10/08/24	11/24					556000	
CL	55022	1	147802664	key	11/12/24	182672	11/15/24	16.54	11/04/24	11/24					556000	
CL	55069	4	147589419	irrig. repair - F	11/19/24	182719	11/22/24	69,19	10/28/24	11/24					556000	
CL	55069			irrig. repair- be					10/15/24						556000	
CL	55069	3	147228459	irrig. repair - F	11/19/24	182719	11/22/24		10/17/24						556000	
CL	55069	5	147763871	athletic field pa	11/19/24	182719	11/22/24		11/01/24						555800	
CL	55069			marking flags			11/22/24		11/05/24						556000	
CL	55069			PVC irrig fitting					10/30/24						556000	
CL	55069			irrig. repair FN					10/15/24						556000	
CL	55069			aerosol paint			11/22/24		11/05/24						555800	
CL	55069			irrig. repair cou					11/01/24						556000	
CL	55069	7	147672839	PVC irrig fitting	11/19/24	182719			10/30/24	11/24		10	502	550000	556000	
							Total:	6,115.51								
	dor #/N			illiams Cleaning Sy	_				10/10/04	11/04		10	E01	EEOOOO	556000	
	54982		_	essure washer repa					10/16/24						556000	
CL	55035	1	615047 gr	afitti remover	11/12/24	182688	11/15/24	78.13 87.44	10/14/23	11/24		31	332	550000	220000	
							Total:	87.44								
	dor #/N			arry Oxford	11 /05 /04	100617	11 /00 /24	167 07	11/04/24	11/24		10	680	560000	560400	
	54961			ober service			11/08/24		11/04/24						560400	
CL	54961	1	11424 Oct	ober service	11/05/24	10201/	11/08/24 Total:	509.00		11/23			002	500000	500400	
			1205 0	-11 W			TOCAL.	303.00								
	dor #/N 55121			olles Nursery e theft@RV park	11/26/24	192735	11/27/24	1 028 37	11/05/24	11/24		10	510	550000	556010	
CL	33121	1	30074 CIE	e theregay park	11/20/24	102/33	Total:	1,028.37		,						
Von	dor #/N	amo :	1324 €	oCalGas			10041	_,								
	55068			4 10/10/24-11/12/2	11/18/24	182720	11/22/24	879.80	11/14/24	11/24		10	535	540000	541100	
	55111			4 10/17/24-11/18/2					11/20/24			10	518	540000	541100	
	55111			4 10/17/24-11/18/2					11/20/24			10	518	540000	541100	
-	33111	-	07222 222	1 10/11/11 11/10/1	,,		Total:	1,062.63								
Ven	dor #/N	ame :	1411 V	alvoline Instant O	il Change											
	55029			change #223	_		11/15/24	51.29	10/23/24	11/24		10	511	550000	558200	
-	55029			change #223	11/12/24	182682	11/15/24	23.79	10/23/24	11/24		10	511	530000	534400	ı
				<b>3</b> "			Total:	75.08								
Ven	dor #/N	ame:	1443 A	dvanced Fabrication	n											
	54996		36230 lig	ht pole base plate	11/12/24	182644	11/15/24	774.16	10/24/24	11/24		10	510	550000	556000	1
							Total:	774.16	i							
Ven	dor #/N	ame:	1523 S	tinson Stationers,	Inc.											
CL	54972	1	308759 cu	ps/creamer	11/05/24	182630	11/08/24	88.91	10/31/24	11/24		10	200	550000	554700	)
CL	54972	2	307737 ca	- lendars/folders/ho	11/05/24	182630	11/08/24	357.63	10/24/24	11/24		10	200	550000	554100	)
							Total:	446.54	ı							
Ven	dor #/N	ame:	1562 L	arry Grimsley												
CL	54960	2	103124 Oc	tober service	11/05/24	182616	11/08/24	95.04	10/31/24	11/24		10	680	560000	560400	)
CL	54960	1	103124 Oc	tober service	11/05/24	182616	11/08/24	192.96	10/31/24	11/24		10	682	560000	560400	)
							Total:	288.00	1							
Ven	dor #/N	ame:	1593 G	HS Parts Inc.												
CL	54947	1	152477 br	ake fluid	11/05/24	182601	11/08/24		09/26/24			10	511	550000	558500	)
CL	55008	2	154299 le	d	11/12/24	182658	11/15/24	42.72	10/31/24	11/24		10	511	550000	558200	)

# NORTH OF THE RIVER REC & PARK Vendor Detail Query

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For claims processed from: 11/24 to 11/24

		Claim		Check			Acct.					
Doc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	Object	Pro
endor #/Na	ame: 1593 GHS Parts Inc.											
L 55008	1 154370 oil	11/12/24	182658	11/15/24	102.21	11/01/24	11/24		10 511	550000	558600	
L 55083	1 153642 wiper blades	11/19/24	182702	11/22/24	23.79	10/18/24	11/24		10 511	550000	558200	1
L 55083	2 153642 engine oil/washer :	El 11/19/24	182702	11/22/24	66.91	10/18/24	11/24		10 511	550000	558500	1
L 55100	1 155021 shop towel/wiring			11/27/24	41:12	11/14/24	11/24		10 510	550000	556000	1
	•			Total:	281.42							
endor #/Na	ame: 1623 Pacific Power Inc	i										
L 55087	1 32603 oil filter Toro 5040	11/19/24	182715	11/22/24	25.20	11/06/24	11/24		10 511	550000	558600	i
L 55087	2 32603 engine oil-parks eq	ii 11/19/24	182715	11/22/24	36.26	11/06/24	11/24		10 511	550000	558500	ł
				Total:	61.46							
endor #/Na	ame: 1624 Reach Media Netwo	rk										
L 55019	1 101060 player renewal	11/12/24	182671	11/15/24	936.00	11/07/24	11/24		10 300	530000	532800	j
				Total:	936.00							
endor #/N	ame: 1654 Standard Plumbing	Supply Co.										
L 54969	3 XJHX67 hand tools	11/05/24	182628	11/08/24	36.76	09/10/24	11/24		10 501	550000	557000	)
L 54969	2 XHWC53 bleach	11/05/24	182628	11/08/24	17.30	09/05/24	11/24		10 501	550000	555700	J
L 54969	4 XKDM48 paint supplies-NM	11/05/24	182628	11/08/24	32.48	09/18/24	11/24				555800	
54969	7 XMJ462 tarp	11/05/24	182628	11/08/24	54.11	10/09/24	11/24		10 501	550000	556000	J
L 54969	1 XDBC83c credit-duplicate p	pa 11/05/24	182628	11/08/24	-28.91	07/30/24	11/24		10 501	550000	556000	J
54969	10 XPCB99 poly sheeting	11/05/24	182628	11/08/24	213.21	10/27/24	11/24		10 502	550000	556000	J
54969	9 XND147 nozzle/tool	11/05/24	182628	11/08/24	10.81	10/17/24	11/24		10 501	550000	557000	J
54969	6 XLKD61 shovel credit	11/05/24	182628	11/08/24	-17.32	07/30/24	11/24		10 501	550000	556000	)
54969	8 XND147 custodial	11/05/24	182628	11/08/24	17.30	10/17/24	11/24		10 501	550000	555700	)
54969	5 XLKD41 shovels	11/05/24	182628	11/08/24	64.93	10/01/24	11/24				557000	
55021	2 XPH228 NR-clamps/motor	11/12/24	182673	11/15/24	151.60	10/29/24	11/24		10 510	550000	556000	)
55021	1 XPZK81 heater	11/12/24	182673	11/15/24	24.89	11/05/24	11/24				556000	
L 55071	3 XQKF54 braided flex	11/18/24	182723	11/22/24	5.40	11/08/24	11/24				556000	
L 55071	1 XQL891 trash cans	11/18/24	182723	11/22/24	215, 36	11/08/24	11/24				556000	
L 55071	2 XQL870 extension cords	11/18/24	182723	11/22/24	151.53	11/08/24	11/24		10 501	550000	557000	1
				Total:	949.45							
endor #/N	ame: 1678 Tommy Roberts											
L 54973	1 110324 10/29/24-11/3/24	11/05/24	182632	11/08/24		11/03/24					539450	
L 55079	1 111724 11/5/24-11/17/24	11/19/24	182725	11/22/24	552.00	11/17/24	11/24		10 631	539000	539450	į
				Total:	712.00							
endor #/N	ame: 1679 On Demand Auto Pa	rts Inc.										
L 54962	1 692928 synpower 5W40 qt			11/08/24		08/26/24				-	556000	
L 54962	3 694058 v-belt			11/08/24		10/23/24					558600	
L 54962	4 694059 work gloves			11/08/24		10/23/24					555600	
L 54962	2 693150 napa heavy duty	11/05/24	182622	11/08/24		09/05/24	11/24		10 501	550000	556000	J
				Total:	114.56							
endor #/N	_											
L 55007	1 491204 oil	11/12/24	182660	11/15/24		10/23/24	11/24		10 511	550000	558300	,
				Total:	91.73							
endor #/N									10 511	F20000	524400	
L 55052	2 228507 October fleet wash					11/02/24					534400	
L 55052	3 228507 October fleet wash					11/02/24					534400	
L 55052	1 228507 October fleet wash	es 11/18/24	182698			11/02/24	11/24		10 511	530000	534400	,
				Total:	360.00							
endor #/N		_								F3666	E2000	•
	1 193922 shred	11/18/24	182689	11/22/24		11/02/24	11/24		10 680	530000	532900	,
L 55044				Total:	27.60							

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Acct. Check Claim Amount Inv Date Period PO # Fund Org Acct Object Proj Date Check Date Invoice #/Description Doc # 1734 Nutrien Ag Solutions, Inc. Vendor #/Name: 10 502 550000 555200 CL 55086 1 55816610 roundup 11/19/24 182713 11/22/24 691.93 10/21/24 11/24 Total: 691 93 Vendor #/Name: 1816 Felix Sanchez 11/05/24 182598 11/08/24 10 682 560000 560300 1 110424 9/19/24-10/22/24 100.50 11/04/24 11/24 CT. 54945 10 680 560000 560300 2 110424 9/19/24-10/22/24 49.50 11/04/24 11/24 CT. 54945 11/05/24 182598 11/08/24 Total: 150.00 Vendor #/Name: 1830 Marlyn Silva-Segura 74.37 11/15/24 11/24 10 600 560000 560300 11/18/24 182709 11/22/24 CL 55060 1 111524 9/2/24-10/17/24 74.37 Total: Vendor #/Name: 1841 Western Security 10 518 540000 541700 35.00 10/31/24 11/24 1 193851 alarm GA 11/12/24 182686 11/15/24 CL 55034 10 533 540000 541700 0.00 10/31/24 11/24 CL 55034 3 194133 alarm Polo 11/12/24 182686 11/15/24 10 517 540000 541700 11/12/24 182686 11/15/24 35.00 10/31/24 11/24 CL 55034 2 194131 alarm FN 70.00 Total: 1850 San Joaquin Tractor Co. Vendor #/Name: 10 511 530000 534300 CL 55070 2 19085B steering wheel labor 11/19/24 182718 11/22/24 247.50 10/30/24 11/24 CL 55070 1 787B steering repair parts 11/19/24 182718 11/22/24 270.59 11/14/24 11/24 10 511 550000 558600 Total: 518.09 Vendor #/Name: 1851 The N2 Company 10 300 530000 537000 1,115.00 11/06/24 11/24 CL 55025 1 0028 January 2025 11/13/24 182676 11/15/24 1.115.00 Total: 1881 Streamline Vendor #/Name: 10 300 530000 532800 497.00 11/01/24 11/24 CL 55040 1 0051 7847D3EA-0051 Nov serv 11/13/24 182674 11/15/24 497.00 Total: 1884 White Cap, L.P. Vendor #/Name: 10 510 550000 556000 1 1002069820 safety glasses 11/12/24 182687 11/15/24 20.33 10/18/24 11/24 CL 55032 20.33 Vendor #/Name: 1885 Southern California Permanente Medical 11/25/24 182756 11/27/24 25.00 11/12/24 11/24 10 102 530000 532000 CL 55110 1 1101409980 text Total: 25 00 Vendor #/Name: 1894 Capital One 238.85 10/23/24 11/24 10 607 550000 557700 CL 55049 1 102324 classroom supplies 11/18/24 182697 11/22/24 238.85 Total: 1909 Pioneer Paint Vendor #/Name: 10 514 589000 589909 986.32 10/07/24 11/24 CL 55018 1 183277 paint supplies 11/12/24 182670 11/15/24 10 514 589000 589909 208.38 10/21/24 11/24 CT. 55018 3 183372 paint 11/12/24 182670 11/15/24 10 514 589000 589909 11/12/24 182670 11/15/24 51.74 10/08/24 11/24 CL 55018 2 183290 blue tape 10 501 550000 555800 1 183258 FN paint supplies 172.98 10/03/24 11/24 11/18/24 182716 11/22/24 CL 55062 Total: 1,419.42 1922 UniFirst Corporation Vendor #/Name: 11/05/24 182634 11/08/24 60.46 10/04/24 11/24 10 609 570000 570400 CL 54976 18 2210137306 mat/towels 10 502 570000 570400 CL 54976 11/05/24 182634 11/08/24 208.76 10/08/24 11/24 17 2210138003 uniforms 31 592 570000 570400 11/05/24 182634 11/08/24 48.64 10/18/24 11/24 CL 54976 9 2210140749 unifomrs 10 680 550000 555700 49.39 10/25/24 11/24 CL 54976 10 2210142805 mats/towels 11/05/24 182634 11/08/24 10 510 570000 570400 36.48 10/18/24 11/24 CL 54976 8 2210140749 unifomrs 11/05/24 182634 11/08/24 10 680 550000 555700 49.39 10/18/24 11/24 11 2210140751 mats/towels 11/05/24 182634 11/08/24 CL 54976 31 592 570000 570400 7 2210139040 unifomrs 11/05/24 182634 11/08/24 48.64 10/11/24 11/24 CL 54976 10 510 570000 570400 11/05/24 182634 11/08/24 68.32 09/24/24 11/24 12 2210134368 uniforms CL 54976 11/05/24 182634 11/08/24 208.76 10/01/24 11/24 10 502 570000 570400 15 2210135947 uniforms CL 54976 10 510 570000 570400 16 2210138003 uniforms 11/05/24 182634 11/08/24 62.54 10/08/24 11/24 CL 54976 68.33 10/01/24 11/24 10 510 570000 570400 CL 54976 14 2210135947 uniforms 11/05/24 182634 11/08/24

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			Claim		Check			Acct.	"			Object Door
D	oc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	ACCT	Object Proj
7700	dor #/Na	me: 1922 UniFirst Corporation	n									
CL		13 2210134368 uniforms		182634	11/08/24	260.00	09/24/24	11/24		10 502	570000	570400
CL	54976	6 2210139040 unifomrs			11/08/24		10/11/24					570400
CL	54976	5 2210142802 uniforms			11/08/24	48.64	10/25/24	11/24		31 592	570000	570400
CL	54976	4 2210142802 uniforms			11/08/24		10/25/24			10 510	570000	570400
CL	54976	1 2210140750 mops/towels			11/08/24	110.49	10/18/24	11/24		10 609	570000	570400
CL	54976	2 2210142803 mops/towels			11/08/24	59.11	10/25/24	11/24		10 609	570000	570400
CL	54976	3 2210139043 mops/towels			11/08/24	49.39	10/11/24	11/24		10 680	550000	555700
CL	55028	3 2210144825 uniforms	11/13/24	182680	11/15/24	34.37	11/01/24	11/24		10 510	570000	570400
CL	55028	4 2210144825 uniforms	11/13/24	182680	11/15/24	56.75	11/01/24	11/24		31 592	570000	570400
CL	55028	2 2210146200 uniforms	11/13/24	182680	11/15/24	48.68	11/08/24	11/24		31 592	570000	570400
CL	55028	5 2210140455 mats/mops	11/13/24	182680	11/15/24	75.59	10/17/24	11/24		10 608	550000	555700
CL	55028	1 2210146200 uniforms	11/13/24	182680	11/15/24	36.51	11/08/24	11/24		10 510	570000	570400
CL	55028	6 2210144295 short paid item	11/13/24	182680	11/15/24	62.91	10/31/24	11/24		10 608	550000	555700
CL	55028	9 2210132299 short paid locks	11/13/24	182680	11/15/24	210.24	09/17/24	11/24		10 502	570000	570400
CL	55028	8 2210132299 short paid locks	11/13/24	182680	11/15/24	101, 33	09/17/24	11/24		10 510	570000	570400
CL	55028	7 2210145682 short paid item	11/13/24	182680	11/15/24	60,38	11/07/24	11/24		10 608	550000	555700
CL	55074	32 2210143495 uniforms	11/19/24	182728	11/22/24	132.42	10/29/24	11/24		10 502	570000	570400
CL	55074	1 2210131230 uniforms	11/19/24	182728	11/22/24	65.02	09/12/24	11/24		10 510	570000	570400
CL	55074	27 2210139915 uniforms	11/19/24	182728	11/22/24	68.17	10/15/24	11/24		10 510	570000	570400
ÇL	55074	3 2210133159 uniforms	11/19/24	182728	11/22/24	45.26	09/19/24	11/24		10 510	570000	570400
CL	55074	18 2210145480 mats/mops	11/19/24	182728	11/22/24	83.98	11/05/24	11/24		10 606	570000	570400
CL	55074	19 2210145673 uniforms	11/19/24	182728	11/22/24	45.27	11/07/24	11/24		10 510	570000	570400
CL	55074	17 2210144827 mops/mats	11/19/24	182728	11/22/24	49.39	11/01/24	11/24		10 680	550000	555700
CL	55074	20 2210145673 uniforms	11/19/24	182728	11/22/24	257.03	11/07/24	11/24		10 501	570000	570400
CL	55074	16 2210144826 mops/mats	11/19/24	182728	11/22/24	110,49	11/01/24	11/24		10 609	570000	570400
CL	55074	21 2210146201 mats/mops	11/19/24	182728	11/22/24	56,29	11/08/24	11/24		10 609	570000	570400
CL	55074	24 2210148364 uniforms	11/19/24	182728	11/22/24	36.48	11/15/24	11/24		10 510	570000	570400
CL	55074	25 2210148364 uniforms	11/19/24	182728	11/22/24	48.64	11/15/24	11/24				570400
СГ	55074	23 2210146879 mats/mops	11/19/24	182728	11/22/24	83.98	11/12/24	11/24				570400
СГ	55074	15 2210144286 uniforms	11/19/24	182728	11/22/24		10/31/24					570400
$\mathtt{CL}$	55074	22 2210146203 mats/mops	11/19/24	182728	11/22/24		11/08/24					555700
CL	55074	14 2210144286 uniforms	11/19/24	182728	11/22/24		10/31/24	-				570400
$C\Gamma$	55074	6 6210002972 lump adjustment	11/19/24	182728	11/22/24		09/03/24	-				570400
CL	55074	7 2210139916 mats/mops			11/22/24		10/15/24					570400
CL	55074	5 2210133426 mats-mops			11/22/24		09/20/24	•				555700
CL	55074	8 2210140444 uniforms			11/22/24		10/17/24	-				570400
CL	55074	4 2210133159 uniforms			11/22/24		09/19/24					570400
CL	55074	9 2210140444 uniforms			11/22/24		10/17/24					570400
CL	55074	12 2210141493 mops/mats			11/22/24		10/22/24					570400
CL	55074	13 2210143496 mops/mats			11/22/24		10/29/24					570400
СГ		11 2210142150 uniforms			11/22/24		10/24/24					570400
CL	55074	10 2210142150 uniforms			11/22/24		10/24/24					570400
CL	55074	2 2210131230 uniforms			11/22/24		09/12/24					570400 570400
CL	55074	26 2210148365 mats/mops			11/22/24		11/15/24					570400 570400
CL	55074	34 2210145479 uniforms			11/22/24		11/05/24					
CL	55074	33 2210145479 uniforms			11/22/24		11/05/24					570400
CL	55074	31 2210143495 short pd locker			11/22/24		10/29/24					570400 570400
CL	55074	28 2210139915 uniforms			11/22/24		10/15/24					570400
CL	55074	29 2210141492 uniforms			11/22/24		10/22/24					570400
CL	55074	30 2210141492 uniforms			11/22/24		10/22/24					570400
CL	55113	2 2210150025 uniforms	11/23/24	102/00	11/27/24	/2.03	11/22/24	11/24		J1 J32	3,0000	

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			Claim		Check			Acct.				
D	oc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	Object Pr
Ven	dor #/Na	ame: 1922 UniFirst Corporati	on									
CL	55113	1 2210150025 uniforms	11/25/24	182760	11/27/24	36.48	11/22/24	11/24			570000	
CL	55113	3 2210149558 mops/towels	11/25/24	182760	11/27/24		11/21/24				550000	
CL	55113	5 2210147770 mats/mops			11/27/24		11/14/24				550000	
CL	55113	4 6210003350 adjustment	11/25/24	182760	11/27/24 Total:	-23.40 5,978.96	10/31/24	11/24		10 608	550000	555700
/en	dor #/Na	ame: 1940 Governmentjobs.com										
Ľ	54948	1 44728 HR software renewal			11/08/24	·	11/01/24				530000	
CL	54948	2 40345 Renewal onboard/efor	m 11/05/24	182602	11/08/24 Total:	8,896.80 16,227.90	11/05/24	11/24		10 102	530000	532800
	dor #/Na						/- / - /	10.			F 60000	F.60200
	54954	1 11424 October service			11/08/24		11/04/24				560000 560000	
Ľ	54954	2 11424 October service	11/05/24	182610	11/08/24		11/04/24	11/24		10 680	360000	260300
<i>l</i> en	dor #/Na	ame: 1945 Charter Communicat	ions		Total:	241.00						
	54939	6 5799102324 10/23/24-11/22/		182592	11/08/24	221.22	10/23/24	11/24		10 527	540000	542300
L	54939	5 5799102324 10/23/24-11/22/	2 11/05/24	182592	11/08/24	216.22	10/23/24	11/24		10 526	540000	542300
:L	54939	7 5799102324 10/23/24-11/22/	2 11/05/24	182592	11/08/24	366.22	10/23/24	11/24		10 535	540000	542300
L	54939	3 5799102324 10/23/24-11/22/	2 11/05/24	182592	11/08/24	216,22	10/23/24	11/24		10 518	540000	542300
L	54939	2 5799102324 10/23/24-11/22/	2 11/05/24	182592	11/08/24	196.22	10/23/24	11/24		10 517	540000	542300
L	54939	1 5799102324 10/23/24-11/22/	2 11/05/24	182592	11/08/24	216.22	10/23/24	11/24		10 517	540000	542300
L	54939	4 5799102324 10/23/24-11/22/	2 11/05/24	182592	11/08/24	246.22	10/23/24	11/24		10 525	540000	542300
					Total:	1,678.54						
en	dor #/Na	ame: 1948 Thryv Inc.										
L	54975	1 61006-1024 yellow pages	11/05/24	182631	11/08/24	35.85	10/17/24	11/24		10 300	530000	537000
					Total:	35.85						
	dor #/Na							11.404		21 500	40000	E41E00
	55122	8 124968459 municipal waste			11/27/24		10/22/24					541500 541500
L	55122	1 124952924 municipal waste			11/27/24		10/01/24					541500
L	55122	9 124970125 municipal waste			11/27/24		10/24/24					541500
L	55122	7 124964523 municipal waste			11/27/24 11/27/24		10/30/24					541500
L	55122 55122	10 124974455 municipal waste 6 91916830 municipal waste			11/27/24		10/16/24					541500
L	55122	2 124958454 municipal waste			11/27/24		10/09/24	-				541500
:L	55122	3 124958645 municipal waste			11/27/24		10/09/24					541500
L	55122	5 124960181 mattresses			11/27/24		10/11/24			31 592	540000	541500
	55122	4 124959100 municipal waste			11/27/24	75.57	10/10/24	11/24		10 525	540000	541500
_	*****		,,		Total:	564.84						
7en	dor #/Na	ame: 1990 DePalma Design Gro										
L	54989	1 POLO2024-1 Const. Docs	11/06/24	182595	11/08/24	495.00	10/31/24	11/24	459	9 41 401	. 589000	589924
					Total:	495.00						
	dor #/Na	=										
	55023	2 2809 tires-#231			11/15/24		10/24/24					558200
L	55023	1 2809 tires-#231	11/12/24	182677	11/15/24		10/24/24	11/24		10 51.	. 530000	534400
	A II /r-	2005 Gb4 5 G 1-1			Total:	1,349.28						
	dor #/Na			100655	11/15/04	200 00	11/01/24	11/24		10 52	5 540000	542300
	55037	1 1110124 November service			11/15/24		11/01/24					542300
L	55116	1 1111424 11/20/24-12/19/24	11/25/24	102/38	Total:	482.35		11/24		10 33	. 5-10000	3.2500
/en	dor #/Na	ame: 2031 Contraband Control	Specialis	ts, Inc								
:L	54936	1 10-39150 test	11/05/24	182593	11/08/24	65.50	10/30/24	11/24		10 102	530000	532000
:L	55051	1 39207 test	11/18/24	182699	11/22/24	65.50	11/08/24	11/24		10 102	530000	532000
					Total:	131.00						

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		Claim		Check			Acct.					
Doc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	Object	Pro
Vendor #/1	Name: 2032 ABC Supply Co. Inc											
CL 54994	1 67406815 irrig. supplies-N		182642	11/15/24	3,625.05	10/30/24	11/24		10 514	589000	589909	
	3			Total:	3,625.05							
Vendor #/1	Name: 2044 Canon Financial Se	rvices, In	c.									
CL 54937	1 36134066 production printe	r 11/05/2 <b>4</b>	182590	11/08/24	2,733.19	11/01/24	11/24		10 301	530000	532000	
				Total:	2,733.19							
Vendor #/1	Name: 2046 Knights Site Servi	ces, Inc.										
CL 55014	1 214956 Fall Festival event	11/12/24	182666	11/15/24		10/11/24	11/24		10 605	539000	539175	
				Total:	817.14							
Vendor #/1					405.05	11/01/01	11/04		10 600	E 60000	E 60200	
CL 54983	2 110424 October mileage			11/08/24		11/04/24					560300 560300	
CL 54983	1 110424 October mileage	11/05/24	182639	11/08/24 Total:	319.00	11/04/24	11/24		10 002	360000	360300	
	Name: 2054 UBEO West			TOLAL:	319.00							
Vendor #/1 CL 54977	1 4686442 October service	11/05/24	182633	11/08/24	443.10	11/01/24	11/24		10 301	530000	532000	
CL 349//	I 4000442 OCCODEL BELVICE	11/03/24	102033	Total:	443.10	,,	,					
Vendor #/1	Name: 2062 O'Conner & Company											
CL 54963	1 1024-37 A24-NOR-3083 audit	11/05/24	182621	11/08/24	3,366.25	10/31/24	11/24		10 105	530000	532100	
				Total:	3,366.25							
Vendor #/1	Name: 2064 Kathleen Botner											
CL 54959	1 11424 October mileage	11/05/24	182612	11/08/24	103.85	11/04/24	11/24		10 682	560000	560400	
CL 54959	2 11424 October mileage	11/05/24	182612	11/08/24	51.15	11/04/24	11/24		10 680	560000	560400	
				Total:	155.00							
Vendor #/1												
CL 55041	1 111224 11/19/24-11/22/24 P	e 11/13/24	182663			11/12/24	11/24		10 600	560000	560100	
				Total:	280.00							
Vendor #/1		- 11 (05 (04	100007	11 /00 /24	36.00	10/03/24	11/24		10 631	539000	539455	
CL 54984	3 10324 9/30/24-10/3/24-asig 1 102624 10/21/24-10/26/24			11/08/24		10/26/24					539531	
CL 54984 CL 54984	2 110224 10/28/24-11/2/24			11/08/24		11/02/24					539531	
CL 34904	2 110224 10/20/24-11/2/24	11/03/24	102007	Total:	336.00	,,	,		20 /550			
Vendor #/1	Name: 2101 Dawn Douglas											
CL 54940	2 110424 October mileage	11/05/24	182594	11/08/24	8.25	11/04/24	11/24		10 680	560000	560300	
CL 54940	1 110424 October mileage	11/05/24	182594	11/08/24	16.75	11/04/24	11/24		10 682	560000	560300	
				Total:	25.00							
Vendor #/	Name: 2125 Southern Tire Mart	LLC										
CL 55066	1 7150018224 tire repair #5	0 11/18/24	182722	11/22/24	26.35	11/15/24	11/24		31 592	530000	534400	
CL 55124	3 7150016456 tires	11/26/24	182757	11/27/24		09/30/24					558200	
CL 55124	4 7150016456 labor	11/26/24	182757	11/27/24		09/30/24					534400	
CL 55124	2 7150016440 labor #232			11/27/24		09/30/24					534400	
CL 55124	1 7150016440 tires #232	11/26/24	182757	11/27/24		09/30/24	11/24		10 511	550000	558200	
				Total:	998.31							
Vendor #/1			100000	11/00/04	100.00	11/02/24	11/24		10 633	539000	539531	
CL 54985				11/08/24 11/08/24		11/02/24 10/26/24					539531	
CL 54985	1 102624 10/21/24-10/26/24	11/05/24	102020	Total:	300.00		11/24		10 033	333000	555552	
Vendor #/1	Name: 2140 UBEO WEST LLC				500.00							
CL 55027	1 541216412 district printer	s 11/12/24	182679	11/15/24	4.168.98	10/27/24	11/24		10 301	530000	532000	
JJ JJ02/	T DATE OF THE PARTICULAR PARTICULAR	,,,		Total:	4,168.98							
Vendor #/1	Name: 2155 Karla Sandoval											
CL 54958		11/05/24	182611	11/08/24	280.06	11/04/24	11/24		10 682	560000	560300	
CL 54958				11/08/24	137.94	11/04/24	11/24		10 680	560000	560300	
				Total:	418.00							

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		Claim		Check			Acct.					
Doc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Or	Acct	Object	Pr
endor #/Name	: 2163 Annette Teagarden											
	2 111224 October mileage			11/22/24		11/12/24				560000		
L 55043	1 111224 October mileage	11/18/24	182691	11/22/24		11/12/24	11/24		10 68	2 560000	560400	
				Total:	50.00							
endor #/Name		_			222 22	10/00/04	11/04		10 51	1 550000	EE0600	
	1 654269 replacement belt			11/15/24		10/29/24				1 550000		
	3 648361 center deck belt 2 648532 deck belts			11/15/24 11/15/24		09/11/24	•			1 550000		
L 55000	2 646532 deck beits	11/12/24	102032	Total:	1,399.99	, ,	11/23		10 31	. 350000	550000	
endor #/Name	: 2175 HD Supply			10001.	1,333.33							
	1 8709391816 custodial suppl	i 11/05/24	182604	11/08/24	681.11	06/12/24	11/24		10 50	1 550000	555700	
	2 827040957 custodial supplie					09/24/24			10 50	1 550000	555700	
	1 831503628 liners/seat cove					10/18/24			10 60	8 550000	555700	
	3 834181679 custodial supplie				106.65	11/04/24	11/24		10 60	9 550000	555700	
	4 830686861 custodial supplie				465.85	10/15/24	11/24		10 50	1 550000	555700	
	2 834001984 custodial supplie				345.51	11/04/24	11/24		10 60	9 550000	555700	
ւ 55056	1 831356258 disinfectant/sup	p 11/18/24	182705	11/22/24	936.68	10/17/24	11/24		10 60	6 550000	555700	
L 55102	1 835025503 paper towels/tp	11/25/24	182748	11/27/24	456.53	11/08/24	11/24		10 60	8 550000	555700	
				Total:	4,341.78							
endor #/Name	: 2178 National Building	Supplies,	Inc.									
L 55085	1 46276 building supplies-SC	11/19/24	182711	11/22/24	479.66	10/15/24	11/24		31 59	2 550000	556000	
				Total:	479.66							
endor #/Name	: 2198 Israel Torres											
L 54951	1 103124 October service	11/05/24	182606	11/08/24		10/31/24				2 560000		
L 54951	2 103124 October service	11/05/24	182606	11/08/24		10/31/24	11/24		10 68	0 560000	560300	
				Total:	137.00							
endor #/Name				44 /00 /04		40/15/04	11 /04		10.50		FFCOOO	
	3 71002081 RV park repair			11/08/24		10/17/24				1 550000		
	1 71001675 RL irrig repair			11/08/24		09/06/24				1 550000 1 550000		
L 54950	2 71101807 FN cycle mix	11/05/24	182605	11/08/24		09/24/24	11/24		10 50	1 330000	336000	
1 11/20	0001 Barrier Tabana			Total:	430.88							
endor #/Name L 54934	: 2201 Bayln Johnson 2 103024 October mileage	11/05/24	102505	11/08/24	15 84	10/30/24	11/24		10 68	0 560000	560300	
	1 103024 October mileage			11/08/24		10/30/24				2 560000		
L 34934	1 103024 October mileage	11/03/24	102303	Total:	48.00		11/24		10 00			
endor #/Name	: 2207 Jason Maples			10041.	20.00							
	1 110224 fortnite league9/28	/ 11/06/24	182609	11/08/24	1,435.90	11/02/24	11/24		10 60	8 559000	559606	
_ 54355		,,,		Total:	1,435.90							
endor #/Name	: 2208 Bakersfield Smog				-,							
	1 61442 smog check-2013 Ford	11/12/24	182648	11/15/24	51.75	11/07/24	11/24		10 51	1 530000	534400	
	1 61537 smog test 2019 Ram #				51.75	11/12/24	11/24		10 51	1 530000	534400	
	-			Total:	103.50							
endor #/Name	: 2211 Superior Hood & Ve	nt Co.										
L 55109	1 503 Hood & Vent cleaning		182758	11/27/24	700.00	10/25/25	11/24		10 51	0 530000	532000	
				Total:	700.00							
endor #/Name	: 3694 American Fabricati	on										
L 55042	1 109824 panels	11/18/24	182690	11/22/24	2,468.10	11/05/24	11/24		10 51	0 550000	556000	)
				Total:	2,468.10							
endor #/Name	: 7920 Bakersfield Califo	rian 1nor4	1									
L 54974	1 395111 legal notice	11/05/24	182584	11/08/24	203.94	10/31/24	11/24		41 40	1 589000	589924	
				Total:	203.94							
endor #/Name	: 7925 Bakersfield Farp											

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		Claim		Check			Acct.					
Doc #	Invoice #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	Object	Pro
endor #/Na	ume: 7925 Bakersfield Farp											
L 55046	1 1130923 RL - alarm permit	11/18/24	182694	11/22/24		11/10/24	11/24		10 535	540000	541700	
				Total:	15.00							
endor #/Na											F20000	
L 54933	1 NORPR0125 relay fees	11/05/24	182586	11/08/24		11/01/24	11/24		10 102	530000	532000	
	11115 Pullet Pelk Tee			Total:	9.75							
'endor #/Na :L 54932	nme: 11445 Budget Bolt, Inc. 1 427547 fastners/hardware	11/05/24	102507	11/08/24	34 96	10/23/24	11/24		10 502	550000	556000	
L 54932 L 54999	1 427802 hardware-RV			11/15/24		11/04/24					589960	
L 55095	1 428099 hardware			11/27/24		11/08/24					556000	
L 55095	2 428251 hardware			11/27/24		11/13/24			10 510	550000	556000	
		,,		Total:	508.61							
endor #/Na	ame: 12459 California Water S	ervice										
L 54938	2 72603-1024 9/27/24-10/25/2	4 11/05/24	182589	11/08/24	1,158.09	10/28/24	11/24		10 535	540000	541300	
L 54938	1 02162-1024 9/25/24-10/23/2	4 11/05/24	182589	11/08/24	2,778.10	10/25/24	11/24		10 534	540000	541300	
L 55038	1 98607-1124 10/4/24-11/1/24	11/12/24	182653	11/15/24	76.18	11/04/24	11/24		10 542	540000	541300	
L 55038	2 34703-1124 10/4/24-11/1/24	11/12/24	182653	11/15/24	2,062.70	11/04/24	11/24		10 542	540000	541300	
L 55092	2 79494-1124 10/11/24-11/08/	2 11/19/24	182696	11/22/24	1,962.01	11/12/24	11/24		10 517	540000	541300	
L 55092	1 69494-1124 10/11/24-11/08/	2 11/19/24	182696	11/22/24	3,372.59	11/12/24	11/24				541300	
L 55098	5 32615-1124 10/12/24-11/12/	2 11/25/24	182737	11/27/24		11/13/24					541300	
L 55098	1 19332-1124 10/12/24-11/12/					11/13/24					541300	
L 55098	3 10615-1124 10/12/24-11/12/					11/13/24					541300	
L 55098	4 28074-1124 10/12/24-11/12/				1,000	11/13/24					541300	
L 55098	6 04415-1124 10/12/24-11/12/				200	11/14/24					541300	
L 55098	2 10432-1124 10/12/24-11/12/	2 11/25/24	182737			11/13/24	11/24		10 539	540000	541300	
				Total:	24,544.51							
'endor #/Na :L 54988	<pre>ame: 12466 California Special 1 195-2025 2025 membership d</pre>			11/00/24	9 549 00	10/01/24	11/24		10 105	560000	562000	
L 34900	1 195-2025 2025 Membership d	u 11/00/24	102300	Total:	9,548.00		11/24		10 200	55555	55255	
endor #/Na	me: 13624 Champion Hardware			10001.	5,010.00							
L 54935	1 161032 keys	11/05/24	182591	11/08/24	159.13	10/18/24	11/24		10 510	550000	556000	ı
L 55004	1 161036 deadbolt			11/15/24	246.62	10/21/24	11/24		10 510	550000	556000	
				Total:	405.75							
endor #/Na	ame: 14321 City Of Bakersfiel	d										
L 55005	11 4819341124 November servic	e 11/12/24	182656	11/15/24	19.92	11/01/24	11/24		10 539	540000	541400	
L 55005	10 4819341124 November servic	e 11/12/24	182656	11/15/24	1,006.65	11/01/24	11/24		10 539	540000	541500	
L 55005	12 2376441124 November servic	e 11/12/24	182656	11/15/24	254.50	11/01/24	11/24		10 538	540000	541500	1
L 55005	15 8699781124 November servic	e 11/12/24	182656	11/15/24	19.92	11/01/24	11/24				541400	
L 55005	7 5732361124 November servic				19.92	11/01/24	11/24				541400	
L 55005	14 8699781124 November servic					11/01/24					541500	
L 55005	13 2376441124 November servic					11/01/24					541400	
L 55005	9 5296901124 November servic					11/01/24					541500	
L 55005	2 7683641124 November servic					11/01/24					541400	
L 55005	8 5594721124 November servic					11/01/24					) 541500 ) 541500	
L 55005	3 7942121124 November servic					11/01/24 11/01/24					541500	
L 55005	1 7683641124 November servic					11/01/24					541500	
L 55005	4 6410081124 November servic 5 6410081124 November servic					11/01/24					541400	
L 55005	6 5732361124 November servic					11/01/24					541500	
L 55005	0 3/32301124 MOVEMBEL SERVIC		132030	Total:	5,543.91		/					
4 # /37.	ame: 15924 CPRS				5,545,51							
endor #/Na L 55097	1 112524 membership	11/25/24	182739	11/27/24	195.00	11/25/24	11/24		10 600	560000	562000	)

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			Claim		Check			Acct.				
Doc #	Invoice	#/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund C	rg Acct	Object Pro
endor #/N	ame: 18106 I	Department Of Justi	ce									
L 55053	1 772718 00	ctober prints	11/18/24	182700	11/22/24	64.00	11/05/24	11/24		10 1	.02 53000	0 532000
					Total:	64.00						
endor #/N		Imployment Developm										
L 54943	1 181188270	)4 July - September	11/05/24	182596	11/08/24 Total:	11,922.00 11,922.00	11/06/24	11/24		10 1	.04 52000	0 523400
endor #/N	ame: 27884 F	Perguson Enterpises	. Inc. #1	423		,						
L 54944		-1 July - September			11/08/24	211.09	08/12/24	11/24		10 5	10 55000	0 556000
L 55054	2 0015511 s				11/22/24	197.61	10/10/24	11/24		10 5	01 55000	0 557000
L 55054		irrig. repair	11/19/24	182701	11/22/24	183.43	10/10/24	11/24		10 5	01 55000	0 556000
L 55082		steel irrig repair	11/19/24	182701	11/22/24	636,27	10/16/24	11/24		10 5	02 55000	0 556000
L 55099	1 5558677 1	repair kits	11/25/24	182743	11/27/24	518.75	11/07/24	11/24		10 5	10 55000	0 556000
		_			Total:	1,747.15						
endor #/N	ame: 28635 I	Flyers Energy,LLC										
L 54990	3 4033520 1	10/1/24-10/15/24	11/06/24	182600	11/08/24		10/15/24					0 558300
L 54990	2 4033520 1	10/1/24-10/15/24	11/06/24	182600	11/08/24		10/15/24					0 558400
L 54990	4 4033520 1	10/1/24-10/15/24	11/06/24	182600	11/08/24		10/15/24					0 558300
L 54990	1 4033520 1	10/1/24-10/15/24			11/08/24		10/15/24					0 558400
L 55006	4 4048353 1	10/15/24-10/31/24			11/15/24		10/31/24					558400
L 55006	6 4011691 (	)9/15/24-09/30/24			11/15/24		09/30/24					0 558400
L 55006	5 4045448 1	10/15/24-10/31/24			11/15/24		10/31/24					0 558400
55006		10/15/24-10/31/24			11/15/24		10/31/24					0 558400
55006	2 4048353	10/15/24-10/31/24			11/15/24	0.00	10/31/24					00 558300
L 55006		10/15/24-10/31/24			11/15/24		10/31/24					00 558400
L 55104		11/01/24-11/15/24			11/27/24		11/15/24					00 558400
L 55104		11/01/24-11/15/24			11/27/24		11/15/24					00 558400
L 55104		11/01/24-11/15/24			11/27/24		11/15/24					0 558300
L 55104	4 4070423	11/01/24-11/15/24	11/25/24	182744	11/27/24		11/15/24	11/24		31 :	92 3300	00 558300
			**- 7 -1:		Total:	21,118.10						
endor #/N		Fresno Oxygen / Bar			11/27/24	199 36	10/29/24	11/24		10 '	510 5500	0 556000
L 55103	1 006347071	to groves	11/25/24	102/43	Total:	188.36	10/23/24	11/24		10 .	3300	.0 230000
endor #/N	22270	Grainger			TOCAL:	188.30						
endor #/N L 54946		24 disposable respi	11/05/24	182603	11/08/24	38.23	09/20/24	11/24		10 5	502 5500	0 555600
L 54946		)5 aerosol orange s					10/04/24			10 5	502 5500	0 555800
L 54946		21 aerosol white st					10/04/24			10 5	502 5500	0 555800
L 54946	4 926851420				11/08/24		10/02/24			10 5	501 5500	0 557000
L 54946		39 aerosol white st					10/04/24			10 !	502 5500	0 555800
L 54946		13 chemical resista					10/04/24					0 555600
L 54946		32 work gloves/safe					09/20/24			10 !	502 5500	00 555600
L 54946		32 trash liners			11/08/24		09/20/24			10 !	502 5500	00 555700
L 55009		39 basketball net			11/15/24	122.00	10/30/24	11/24		10 !	510 5500	00 556000
L 55009		73 filter cartridge	11/12/24	182659	11/15/24	12.95	10/25/24	11/24		10 !	510 5500	00 556000
L 55009		16 breaker/padlock				224.16	10/23/24	11/24		10 9	510 5500	00 556000
L 55009	8 928919393	_			11/15/24	730.82	10/21/24	11/24		10 !	510 5500	00 556000
L 55009	1 930936454	46 toolbox bracket	11/12/24	182659	11/15/24	109.98	11/07/24	11/24		10 !	510 5500	00 556000
L 55009	5 92861392	75 filter cartridge	11/12/24	182659	11/15/24	11.47	10/18/24	11/24		10 !	510 5500	00 556000
L 55009		91 gloves/lead kit				22.09	10/18/24	11/24		10 !	510 5500	00 556000
	3 927867682	21 cartridge	11/12/24	182659	11/15/24	137.73	10/11/24	11/24		10 !	510 5500	00 556000
L 55009		NE 5:1+/	11/12/24	102650	11/15/24	96 77	10/16/24	11/24		10 !	510 5500	00 556000
L 55009	4 92834451	05 filter/hex bushi	11/12/24	102033	11/13/24	30.77	10/10/24	11/24				
		I3 cogged belt			11/15/24		10/11/24					00 556000

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D	oc #	Invoice #/Description	Claim Date	Check	Check Date	Amount	Inv Date	Acct. Period	PO #	Fund Org	Acct	Object	Proj
-													
	dor #/N	•	. 11 /10 /04	100700	11/00/04	12.24	11/12/24	11/24		10 510	550000	554100	
CL	55055	2 9315329392 dry erase marke:			11/22/24		11/13/24 10/15/24				550000		
CL	55084	1 9281850777 gaskets			11/22/24		10/15/24				550000		
CL	55084 55084	2 9281850769 hand cleaner 3 9282203570 toilet tissue			11/22/24		10/15/24				550000		
CL	55084	4 9283445097 toilet tissue			11/22/24		10/16/24				550000		
CL	55084	8 9290290239 striping paint			11/22/24		10/22/24	-			550000		
CL	55084	6 9286139283 striping paint			11/22/24		10/18/24				550000		
CL	55084	7 9290290247 wrench set			11/22/24		10/22/24				550000		
CL	55084	5 9283445113 torpedo level			11/22/24		10/16/24				550000		
CL	55101	1 9320153910 gloves			11/27/24		11/19/24				550000		
CI	33101	1 3320133310 910403	11,15,14	101.17	Total:	3,714.10	,,	,					
Ven	dor #/N	Name: 33887 Hall Letter Shop			10011	5,							
	55057	1 29321 blue zones mailer pro	= 11/18/24	182704	11/22/24	380.95	11/07/24	11/24		10 300	530000	537000	
	55051	F			Total:	380.95							
Ven	dor #/N	Name: 37192 Home Depot Cr Srv	(9480)										
CL	55011	15 5542262 tape		182662	11/15/24	42.74	10/18/24	11/24		10 510	550000	556000	
CL	55011	13 9513089 masonry diamond tu	11/12/24	182662	11/15/24	34.61	10/14/24	11/24		10 510	550000	556000	
CL	55011	14 8532630 test kit	11/12/24	182662	11/15/24	27.03	10/25/24	11/24		10 510	550000	557000	
CL	55011	16 2370870 primer	11/12/24	182662	11/15/24	27.69	10/21/24	11/24		10 501	. 550000	555800	
CL	55011	18 1015688 wrench	11/12/24	182662	11/15/24	28.44	10/22/24	11/24		10 510	550000	556000	
CL	55011	17 1043740 dual foot/inflator	11/12/24	182662	11/15/24	57.78	10/22/24	11/24		10 501	550000	557000	
CL	55011	1 6013803 liners/seat cover	11/12/24	182662	11/15/24	11.88	09/27/24	11/24		10 510	550000	556000	
CL	55011	19 9524801 ball valve	11/12/24	182662	11/15/24	63.75	10/24/24	11/24		10 510	550000	556000	
CL	55011	20 8541922 gloves/earplugs	11/12/24	182662	11/15/24	117.86	10/15/24	11/24		10 502	550000	556000	
CL	55011	12 2042306 chain	11/12/24	182662	11/15/24	150,47	10/11/24	11/24		10 501	. 550000	556000	
CL	55011	21 8541922 gloves/earplugs	11/12/24	182662	11/15/24	71,03	10/15/24	11/24		10 502	550000	555800	
CL	55011	3 3534462 safety glasses	11/12/24	182662	11/15/24	47.50	09/30/24	11/24		10 502	550000	555600	
CL	55011	11 5511804 tape	11/12/24	182662	11/15/24	34.55	10/08/24	11/24		10 510	550000	556000	
CL	55011	2 6351303 trash cans	11/12/24	182662	11/15/24	189.28	09/27/24	11/24		10 501	. 550000	556000	
CL	55011	4 3534484 hedge trimmer tool	11/12/24	182662	11/15/24	215.42	09/30/24	11/24		10 502	550000	557000	
CL	55011	5 3540438 drill bit	11/12/24	182662	11/15/24	12.96	09/30/24	11/24		10 510	550000	556000	
CL	55011	6 1194869 kwik spin	11/12/24	182662	11/15/24	-40.03	10/02/24	11/24		10 510	550000	556000	
CL	55011	10 0521326 battery	11/12/24	182662	11/15/24	11.77	10/03/24	11/24		10 510	550000	556000	
CL	55011	9 0511080 kit	11/12/24	182662	11/15/24	32.44	10/03/24	11/24		10 510	550000	556000	
CL	55011	8 1742909 power spin/filler	11/12/24	182662	11/15/24	71,14	10/02/24	11/24			550000		
CL	55011	7 1093027 kwik spin	11/12/24	182662	11/15/24	54,08	10/02/24	11/24		10 510	550000	556000	
					Total:	1,262,39							
Ven	dor #/N	•											
CL	55013	1 08217 admin processing fee	s 11/12/24	182664	11/15/24	214.40	11/06/24	11/24		10 200	560000	562200	
					Total:	214.40							
Ven	dor #/N	Name: 48992 Kern River Power E											
	55059	6 123573 old credits			11/22/24		10/24/22				. 550000		
	55059	4 136779 old credits			11/22/24		07/01/24				. 550000		
	55059	5 120472 old credits			11/22/24		07/11/22				. 550000		
	55059	1 162202 diagnostic fee			11/22/24		10/11/24				. 530000		
	55059	2 162202 screw			11/22/24		10/11/24				. 550000		
CL	55059	3 160462 chain sharpening	11/18/24	182707	11/22/24		10/11/24	11/24		10 502	550000	556000	
					Total:	3,25							
	dor #/N				11/00/01	07.00	10/10/01	11 /04		10 510	. ESOOCO	E30000	
	54957	2 89809 backflow test			11/08/24		10/10/24				530000		
CL	54957	1 89810 backflow test	11/05/24	182613	11/08/24		10/10/24	11/24		TO 2T(	530000	332000	
					Total:	194.00							

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_							Siii: 11/24 CO		B =				
D	oc #		Invoice #/Description	Claim Date	Check	Check Date	Amount	Inv Date	Acct. Period	PO #	Fund Org	Acct	Object Pro
Ven	dor #/Na	me:	48995 Kern Turf Supply, 1	inc.									
CL	54955	3	12418956 sprinklers	11/05/24	182614	11/08/24	865.13	10/24/24	11/24		10 502	550000	556000
CL	54955	2	12418956 water hose	11/05/24	182614	11/08/24	111.88	10/24/24	11/24		10 502	550000	556000
CL	54955	1	12413347 replacement sprink	11/05/24	182614	11/08/24	275.61	10/16/24	11/24		10 502	550000	556000
						Total:	1,252.62						
Ven	dor #/Na	me:	49010 Kern's Paper Connec	tion									
CL	54956	1	<b>4</b> 0398 paper			11/08/24		10/16/24				550000	
CL	55012		40409 paper			11/15/24		11/05/24				550000	
CL	55012	1	<b>40407</b> paper	11/12/24	182665	11/15/24		11/05/24	11/24		10 301	550000	554100
						Total:	1,329.82						
	dor #/Na		53394 Lowe's	11/10/04	102667	11 /15 /24	E1 20	10/16/24	11/24		10 510	550000	556000
CL	55015		84587 pole/cable tie			11/15/24 11/15/24		10/15/24				550000	
CL	55015		80642 concrete 97402 buckets			11/15/24		10/13/24				550000	
CL	55015 55015		85820 supplies			11/15/24		10/14/24				550000	
CL	55015		92865 paint supplies			11/15/24		10/10/24				550000	
CL	55015		86711 led bulbs	• •		11/15/24		10/08/24	-			550000	
CL	55015		75826 snap ring			11/15/24		10/22/24				550000	
CL	55015		74229 sink plunger			11/15/24		10/21/24			10 510	550000	556000
CL	55015		79032 paint supplies			11/15/24		10/23/24			10 502	550000	555800
CL	55015		71111 untility blade			11/15/24		10/30/24			10 514	589000	589909
CL	55015		95027 slidin compound/work				513.16	10/28/24	11/24		10 514	589000	589909
CL	55106		74313 supplies - NR			11/27/24	260.02	10/31/24	11/24		10 514	589000	589909
CL	55106		96474 straps	11/26/24	182750	11/27/24	26.72	10/11/24	11/24		10 501	550000	557000
						Total:	1,691.36						
Ven	dor #/Na	me:	55141 Maxwell Medals & Av	vards									
CL	55061	1	3193422 medals/ribbons	11/18/24	182710	11/22/24	430.88	10/23/24	11/24		10 630	559000	559418
						Total:	430.88						
Ven	dor #/Na	me:	64177 Oildale Mutual Wate	er									
CL	55016	24	103711124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		106131124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		143441124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		110631124 9/27/24-10/30/24			11/15/24		11/01/24					541300 541300
CL	55016		143451124 9/27/24-10/30/24			11/15/24	,	11/01/24					541300
CL	55016		163981124 9/27/24-10/30/24			11/15/24		11/01/24 11/01/24					541300
CL	55016	-	110651124 9/27/24-10/30/24			11/15/24 11/15/24		11/01/24					541300
CL	55016	_	198961124 9/27/24-10/30/24	,		11/15/24		11/01/24					541300
CL	55016		199581124 9/27/24-10/30/24					11/01/24					541300
CL CL	55016 55016		196051124 9/27/24-10/30/24 198681124 9/27/24-10/30/24			11/15/24 11/15/24		11/01/24					541300
CL CT.	55016 55016		198681124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		199171124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		192191124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		143461124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		218171124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		143461124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		077981124 9/27/24-10/30/24			11/15/24		11/01/24					541300
CL	55016		190661124 9/27/24-10/30/24			11/15/24		11/01/24			31 592	540000	541300
CL	55016		176441124 9/27/24-10/30/24			11/15/24		11/01/24			31 592	540000	541300
CL	55016		208811124 9/27/24-10/30/24			11/15/24		11/01/24			10 515	540000	541300
CL	55016		143511124 November service			11/15/24	73.28	11/01/24	11/24		10 525	540000	541300
CL	55016		097061124 9/27/24-10/30/24	11/13/24	182668	11/15/24	907.85	11/01/24	11/24		10 528	540000	541300

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			Claim		Check			Acct.					
Doc #	Invoice	#/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Org	Acct	Object	Pro
endor #/	Name: 64177 C	oildale Mutual Wate	r										
L 55016	1 143491124	November service	11/13/24	182668	11/15/24	86.80	11/01/24	11/24		10 525	540000	541300	
L 55016	2 172911124	November service	11/13/24	182668	11/15/24	101.00	11/01/24	11/24		10 516	540000	541300	
L 55016	8 191571124	9/27/24-10/30/24c	11/13/24	182668	11/15/24	0.00	11/01/24	11/24		31 592	540000	541300	
L 55016	9 077971124	9/27/24-10/30/24	11/13/24	182668	11/15/24	2,621.75	11/01/24	11/24		10 528	540000	541300	
L 55016	17 110641124	9/27/24-10/30/24	11/13/24	182668	11/15/24	180.95	11/01/24	11/24		31 592	540000	541300	
L 55016	18 110621124	9/27/24-10/30/24	11/13/24	182668	11/15/24	140.15	11/01/24	11/24			540000		
L 55016	15 183571124	9/27/24-10/30/24	11/13/24	182668	11/15/24	256.55	11/01/24	11/24			540000		
L 55016	13 179121124	9/27/24-10/30/24	11/13/24	182668	11/15/24		11/01/24				540000		
L 55016	14 173651124	9/27/24-10/30/24	11/13/24	182668	11/15/24	264.95	11/01/24	11/24			540000		
L 55016	11 093281124	9/27/24-10/30/24	11/13/24	182668	11/15/24	309.35	11/01/24	11/24			540000		
L 55016	12 178771124	9/27/24-10/30/24	11/13/24	182668	11/15/24	207.35	11/01/24	11/24			540000		
ւ 55016	19 163971124	9/27/24-10/30/24	11/13/24	182668	11/15/24	1,028.15	11/01/24	11/24			540000		
L 55016	10 110891124	9/27/24-10/30/24	11/13/24	182668	11/15/24	1,728.40	11/01/24	11/24		10 530	540000	541300	
					Total:	17,645.88							
endor #/	Name: 68759 F	acific Gas & Elect	ric										
L 54965	15 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	• 93	10/30/24				540000		
54965	13 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	2,951.11	10/30/24	11/24			540000		
54965	14 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	6,529.40	10/30/24	11/24			540000		
54965	16 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	529,28	10/30/24	11/24			540000		
54965	19 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	1,489.17	10/30/24	11/24			540000		
54965	18 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	919.46	10/30/24	11/24			540000		
54965	22 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	540.78	10/30/24	11/24			540000		
54965	20 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	372.29	10/30/24	11/24			540000		
54965	21 72205-102	4 10/01/24-10/29/2	11/05/24	182623	11/08/24	10.34	10/30/24	11/24			540000		
L 54965		4 10/01/24-10/29/2					10/30/24				540000		
L 54965		4 10/01/24-10/29/2					10/30/24				540000		
L 54965	4 49200-102	4 9/30/24-10/28/24	11/05/24	182623	11/08/24		10/29/24				540000		
L 54965		4 9/27/24-10/27/24					10/28/24				540000		
L 54965		4 9/27/24-10/27/24				-	10/28/24				540000		
L 54965		4 9/30/24-10/28/24					10/29/24				540000		
L 54965		24 9/30/24-10/28/24					10/29/24				540000		
L 54965		4 9/30/24-10/28/24					10/29/24				540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
L 54965		24 9/30/24-10/28/24				•	10/29/24				540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
L 54965		24 9/27/24-10/27/24				12,974.20					540000		
L 54965		24 10/01/24-10/29/2					10/30/24				540000		
55017		24 10/09/24-11/06/2					11/07/24				540000 540000		
L 55063		24 10/15/24-11/13/2					11/13/24						
L 55107		24 10/22/24-11/19/2					11/20/24				540000		
L 55107		24 10/22/24-11/19/2					11/20/24				540000		
L 55107		24 10/22/24-11/19/2					11/20/24				540000		
L 55107		24 10/22/24-11/19/2					11/20/24				540000		
L 55107		24 10/24/24-11/21/2				55	11/22/24				540000		
L 55107		24 10/23/24-11/20/2					11/21/24				540000		
L 55107		24 10/25/24-11/22/2					11/24/24				540000		
L 55107	14 49823-112	24 10/23/24-11/21/2	11/26/24	182751	11/27/24	8,675.68	11/21/24	11/24		10 535	540000	241000	

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_		<b>4 4</b> / <b>5</b>	Claim	Che -l-	Check	Amount	Tnu Data	Acct.	PO #	Fund Org	Acct	Object	Pro
D	oc #	Invoice #/Description	Date	Check	Date	Amount	TUA Dace	Period		- Lund Org	-1000		
/en	dor #/Na												
CL	55107	15 23034-1124 10/25/24-11/22/2					11/24/24				540000		
L	55107	7 33130-1124 10/22/24-11/19/2					11/20/24				540000		
L	55107	6 26673-1124 10/22/24-11/19/2					11/20/24				540000		
L	55107	2 15423-1124 10/22/24-11/19/2					11/20/24				540000		
L	55107	1 12094-1124 10/22/24-11/19/2					11/20/24				540000		
L	55107	5 27506-1124 10/22/24-11/19/2					11/20/24				540000		
L	55107	3 31046-1124 10/22/24-11/19/2					11/20/24				540000 540000		
L	55107	4 30629-1124 10/22/24-11/19/2	11/26/24	182751			11/20/24	11/24		31 392	340000	341000	
					Total:	62,818,65							
	dor #/Na		11/05/04	100005	11 /00 /04	122 70	10/25/24	11/24		10 502	550000	556000	
L	54967	4 2070780 PVC irrig fittings					10/23/24					556000	
L	54967	3 2068534 RV park irrg repair	11/05/24				10/15/24					556000	
L	54967	2 2067375 PVC irrg fittings					10/11/24					556000	
L	54967	1 2066358 PVC repair coupling	11/03/24	162623	Total:	1,013.65	10/11/21	/					
	a # /sz.	ame: 73339 Randstad			TOCAL.	1,015,03							
en L	dor #/Na 54966	1 35296773 R. Torres	11/05/24	182626	11/08/24	968.00	10/20/24	11/24		31 592	530000	531900	
L L	55064	11 35360890 S. Salas			11/22/24		11/03/24			10 502	530000	531900	
_	55064	10 35372881 F.Miranda			11/22/24		11/03/24			10 502	530000	531900	
L	55064	12 35271490 S. Salas			11/22/24		10/13/24			10 502	530000	531900	
	55064	13 35245860 J.Diaz			11/22/24	968.00	10/06/24	11/24		10 502	530000	531900	
	55064	9 35314244 F.Miranda			11/22/24	580.80	10/27/24	11/24		10 502	530000	531900	
G G	55064	15 35271489 J. Diaz			11/22/24	949.85	10/13/24	11/24		10 502	530000	531900	
_	55064	14 35245861 S. Salas			11/22/24	968.00	10/06/24	11/24		10 502	530000	531900	
L	55064	8 35327473 S. Salas			11/22/24	968.00	10/27/24	11/24		10 502	530000	531900	
L	55064	1 35402774 S. Salas			11/22/24	968.00	11/10/24	11/24		10 502	530000	531900	
L	55064	7 35327474 F. Miranda	11/19/24	182717	11/22/24	968.00	10/27/24	11/24		10 502	530000	531900	
L	55064	2 35326326 R. Torres	11/19/24	182717	11/22/24	943.80	10/27/24	11/24		31 592	530000	531900	
L	55064	3 35359836 R. Torres	11/19/24	182717	11/22/24	895.40	11/03/24	11/24		31 592	530000	531900	
L	55064	5 35298005 J. Diaz	11/19/24	182717	11/22/24	580.80	10/20/24	11/24		10 502	530000	531900	
L	55064	4 35389331 R. Torres	11/19/24	182717	11/22/24	968.00	11/10/24	11/24		31 592	530000	531900	
L	55064	6 35298006 S. Salas	11/19/24	182717	11/22/24	968.00	10/20/24	11/24		10 502	530000	531900	
L	55108	2 35414502 M. Fernando	11/25/24	182753	11/27/24	871.20	11/17/24	11/24		10 502	530000	531900	
L	55108	1 35270168 R. Torres	11/25/24	182753	11/27/24	919.60	10/13/24	11/24		31 592	530000	531900	
					Total:	16,381.46							
en	dor #/Na	ame: 77950 Erin Sedam											
ı.	54941	2 110424 October mileage	11/05/24	182597	11/08/24	112.86	11/04/24	11/24				560300	
L,	54941	1 110424 October mileage	11/05/24	182597	11/08/24	229.14	11/04/24	11/24		10 682	560000	560300	1
					Total:	342.00							
en	dor #/Na	ame: 80396 Sonitrol											
L	55072	2 379981 December service			11/22/24		11/08/24					541700	
L	55072	1 379981 December service			11/22/24		11/08/24					541700	
L	55072	3 379981 December service			11/22/24		11/08/24					541700	
L	55072	4 379981 December service			11/22/24		11/08/24					541700	
L	55072	7 379190 October service-trip					10/25/24					541700	
L	55072	6 379981 December service			. 11/22/24		11/08/24					541700	
L	55072	8 379636 trip charge			. 11/22/24		10/31/24					541700 541700	
L	55072	5 379881 December service			. 11/22/24		11/08/24					541700	
L	55112	4 379978 December service			11/27/24		11/08/24						
L	55112	3 379978 December service			11/27/24		11/08/24					541700	
L	55112	5 379978 December service	11/25/24	182755	11/27/24	68.55	11/08/24	11/24		10 515	540000	541700	,

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			FOL CI	arms br	ocessed III	om: 11/24 to	11/47						
Do	oc #	Invoice #/Description	Claim Date	Check	Check Date	Amount	Inv Date	Acct. Period	PO #	Fund	Org	Acct	Object Proj
											_		
	lor #/Na												F41700
-	55112	6 379979 December service			11/27/24		11/08/24					540000	
	55112	7 379980 December service			11/27/24		11/08/24					540000	
	55112	2 379978 December service			11/27/24		11/08/24					540000 540000	
	55112	8 379982 December service			11/27/24		11/08/24					540000	
	55112	1 379978 December service			11/27/24		11/08/24					540000	
CL	55112	9 379983 December service	11/25/24	182/55	11/27/24 Total:	1,803.64	11/08/24	11/24		10	221	540000	341700
Vend	lor #/Na	ame: 80436 Vernon Sorenson M.	i., Inc.										
CL	54978	3 560109 test	11/05/24	182635	11/08/24	75.00	09/30/24	11/24		10	102	530000	532000
CL	54978	4 559713 test	11/05/24	182635	11/08/24	252.00	09/30/24	11/24		10	102	530000	532000
CL	54978	2 560506 test	11/05/24	182635	11/08/24	252.00	09/30/24	11/24		10	102	530000	532000
CL	54978	1 559798 test	11/05/24	182635	11/08/24	252,00	09/30/24	11/24		10	102	530000	532000
					Total:	831.00							
/end	lor #/Na	ame: 80650 Jasmin Lobasso											
CL	54952	1 103124 9/25/24-10/31/24	11/06/24	182608	11/08/24		10/31/24	11/24		10	300	560000	560300
					Total:	105.46							
	lor #/Na												
	54971	2 140716 hydrotek pressure wa					10/03/24					550000	
CL	54971	1 140716 hydrotek pressure wa	11/05/24	182629			10/03/24	11/24		10	511	530000	534300
					Total:	479.50							
	lor #/Na	<u>-</u>					40/04/04			10		FF0000	EE4600
	55020	2 379799434 food			11/15/24		10/31/24					550000	
	55020	1 379799434 food			11/15/24		10/31/24					550000	
	55020	3 379791130 food			11/15/24		10/24/24					550000	
CL	55020	4 379791330 food	11/12/24	182675	11/15/24 Total:	3,228.83	10/24/24	11/24		10	682	550000	554600
/end	lor #/Na	ame: 85194 Tractor Supply Cree	iit Plan										
CL	55073	3 300215296 clamps	11/19/24	182726	11/22/24	42.20	10/16/24	11/24		10	502	550000	556000
CL	55073	1 200836412 fuel	11/19/24	182726	11/22/24	8.65	10/05/24	11/24		10	511	550000	558400
CL	55073	2 300215444 inner tube	11/19/24	182726	11/22/24	27.05	10/16/24	11/24		10	502	550000	556000
					Total:	77.90							
/end	lor #/Na	ame: 85624 Turf Star, Inc.											
CL	55024	3 52557 plug drain/seal	11/12/24	182678	11/15/24	50.49	10/21/24	11/24		10	511	550000	558600
CL	55024	2 50880 blade kits	11/12/24	182678	11/15/24	1,589.99	10/14/24	11/24		10	511	550000	558600
CL	55024	1 51922 roller deck/roller	11/12/24	182678	11/15/24	127.73	10/17/24	11/24				550000	
CL	55090	1 53558 latch-Toro 3500 mowe:	11/19/24	182727	11/22/24	71.58	10/25/24	11/24		10	502	550000	556000
CL	55090	2 51357 replacement pump-Tore	11/19/24	182727	11/22/24	968.32	10/16/24	11/24		10	511	550000	558600
					Total:	2,808.11							
	lor #/Na											01.11	•
	55115	80 CC-2366 CPRS Membership			11/27/24		10/11/24			10		214100	
	55115	79 CC-2366 Facebook Ads			11/27/24		10/11/24			10		214100	
	55115	76 CC-2366 Facebook Ads			11/27/24		10/09/24			10		214100	
	55115	78 CC-2366 Facebook Ads			11/27/24		10/11/24			10		214100	
	55115	77 CC-2366 NOR Chamber Lunched					10/10/24			10		214100	
	55115	81 CC-2366 Facebook Ads			11/27/24		10/11/24			10		214100	
	55115	87 CC-2366 Facebook Ads			11/27/24		10/26/24			10		214100	
	55115	75 CC-2365 READY REFRESH			11/27/24		10/24/24			10		214100	
	55115	86 CC-2366 Facebook Ads			11/27/24		10/26/24			10		214100	
	55115	84 CC-2366 Facebook Ads			11/27/24		10/11/24			10		214100	
	55115	85 CC-2366 Facebook Ads			11/27/24		10/11/24			10		214100	
CL	55115	82 CC-2366 Facebook Ads	11/26/24	182759	11/27/24	2.00	10/12/24	11/24		10		214100	0

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_						dino pr										
					Claim		Check			Acct.						
D	oc #		Invoi	ce #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund	Org	Acct	Object	Proj
Ven	dor #/N	lame :	88847	U.S. Bank Corp.paymo	ent Cente	r										
CL	55115	83	CC-2366	Greater BakChamber	11/26/24	182759	11/27/24	20.00	10/10/24	11/24		10		214100	0	
CL	55115	66	CC-2363	84Lumber-N.Rosedale	11/26/24	182759	11/27/24	82.13	10/25/24	11/24		10		214100		
CL	55115	61	CC-2361	Amazon Return	11/26/24	182759	11/27/24	156.00	10/20/24	11/24		10		214100		
CL	55115	88	CC-2366	Facebook Ads	11/26/24	182759	11/27/24		10/26/24			10		214100		
CL	55115	70	CC-2363	84Lumber-N.Rosedale	11/26/24	182759	11/27/24		10/29/24			10		214100		
CL	55115			AMAZON- STAFF			11/27/24		10/11/24			10		214100		
CL	55115			AMAZON- STAFF CARDS					10/14/24			10		214100		
CL	55115			84Lumber-N.Rosedale					10/29/24			10		214100		
CL	55115			DigeKey-Westdale			11/27/24		10/30/24			10		214100		
CL	55115			AceHardware-N.Rosed					10/29/24			10		214100		
CL	55115			JohnstoneSupy-SAC I					10/21/24			10		214100		
CL	55115			Amazon credit			11/27/24		10/30/24			10		214100		
CL	55115			DigiKey-Fruitvale/N					10/29/24			10		214100		
CL	55115			84Lumber-N.Rosedale					10/25/24			10		214100		
CL	55115			amazon credit			11/27/24		10/30/24			10		214100		
CL	55115			JoseOrnamental-RV			11/27/24		10/25/24			10 10		214100 214100		
CL	55115			Fall Fest Helium an					10/10/24			10		214100		
CL	55115			paint sprayer tips					10/24/24			10		214100		
CL	55115			Rec Supp Parenting					10/08/24			10		214100		
CL	55115			CA Pesticide Appl c					10/23/24			10		214100		
CL	55115			Webinar fees, conti					10/09/24			10		214100		
CL	55115			Rec Supp Parenting					10/03/24			10		214100		
CL	55115			carb/air cleaner ga	11/26/24				10/14/24			10		214100		
CL	55115 55115			RV Rec Supplies NP Rec Supp/Classro					10/18/24			10		214100		
CL	55115			Program Supplies			11/27/24		10/18/24			10		214100		
CL	55115			Robots 4 Tots Event					10/16/24			10		214100	_	
CL	55115			RV Rec Supp/Hallowe					10/15/24			10		214100		
CL	55115			knife, gasket, carb c					10/09/24			10		214100		
CL	55115			RV Rec Supplies	11/26/24				10/14/24			10		214100		
CL	55115			eSport Trophies			11/27/24		11/01/24			10		214100		
CL	55115			CPRS Membership Ren					11/04/24			10		214100	0	
CL	55115			Staff Birthday Cake					10/14/24			10		214100		
CL	55115			Volleyball Trophys					10/23/24			10		214100	0	
CL	55115			Facebook Ads			11/27/24	5.00	10/28/24	11/24		10		214100	0	
CL	55115			Office supplies			11/27/24	14.02	10/07/24	11/24		10		214100	0	
CL	55115	95	CC-2368	Planner Desk Calend	11/26/24	182759	11/27/24	32.44	11/04/24	11/24		10		214100	0	
CL	55115			Facebook Ads			11/27/24		10/27/24			10		214100	0	
CL		96	CC-2362	Basketball Trophies				882.24	10/07/24	11/24		10		214100	0	
CL	55115	100	CC-2362	Parking Fee - CAMS	11/26/24	182759	11/27/24	150.00	10/24/24	11/24		10		214100	0	
CL	55115	56	CC-2361	CAMS Registration	11/26/24	182759	11/27/24	100.00	10/16/24	11/24		10		214100	0	
CL	55115	98	CC-2362	Fall Fest Pumkins a	11/26/24	182759	11/27/24	261.83	10/09/24	11/24		10		214100	0	
CL	55115	60	CC-2361	Amazon Return	11/26/24	182759	11/27/24	71.10	10/19/24	11/24		10		214100	0	
CL	55115	89	CC-2366	Facebook Ads	11/26/24	182759	11/27/24	3.00	10/27/24	11/24		10		214100	0	
CL	55115	97	CC-2362	Fall Fest Beverages	11/26/24	182759	11/27/24	489.94	10/08/24	11/24		10		214100	0	
CL	55115	48	CC-2360	Amazon - Josh Camer	11/26/24	182759	11/27/24	94.34	10/30/24	11/24		10		214100	0	
CL	55115	59	CC-2361	Amazon Return	11/26/24	182759	11/27/24	262.11	10/19/24	11/24		10		214100	0	
CL	55115	20	CC-2358	CPRS-RENEWAL FEES	11/26/24	182759	11/27/24	165.00	10/17/24	11/24		10		214100	0	
CL	55115	21	CC-2358	AMZN-LIGHT POLE ADA	11/26/24	182759	11/27/24	137.06	10/18/24	11/24		10		214100	0	
ÇL	55115	18	CC-2356	Office suipplies	11/26/24	182759	11/27/24	28.77	10/30/24	11/24		10		214100	0	
CL	55115	19	CC-2358	LEDLIGHTEXPERT	11/26/24	182759	11/27/24	2,708.93	10/17/24	11/24		10		214100	0	
CL	55115	18	CC-2356	Office suipplies	11/26/24	182759	11/27/24									

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					FOI CI	and pro		OM: 11/24 CO								
					Claim		Check			Acct.						
D	oc #		Invoi	ce #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund	Org :	Acct	Object	Proj
Ven	dor #/N	ame:	88847	U.S. Bank Corp.payme	ent Cente	r										
CL	55115	22	CC-2358	AMZN-LED AREA POLE	11/26/24	182759	11/27/24	1,578.09	10/18/24	11/24		10		214100	0	
CL	55115	17	CC-2356	Office supplies	11/26/24	182759	11/27/24	49.55	10/30/24	11/24		10		214100	0	
CL	55115	23	CC-2358	AMZN-LIGHTS	11/26/24	182759	11/27/24	105.65	10/18/24	11/24		10		214100	0	
CL	55115	27	CC-2358	AMZN-SIGN RESTROOM	11/26/24	182759	11/27/24	20.56	10/23/24	11/24		10		214100	0	
СГ	55115	117	CC-2370	RV Rec Supplies	11/26/24	182759	11/27/24	33,53	10/22/24	11/24		10		214100	0	
СГ	55115	25	CC-2358	AMZN-LED LIGHTS	11/26/24	182759	11/27/24	147.90	10/21/24	11/24		10		214100	0	
CL	55115	26	CC-2358	AMZN-LIGHTS	11/26/24	182759	11/27/24	376.93	10/21/24	11/24		10		214100	0	
CL	55115	16	CC-2356	Kitchen supplies	11/26/24	182759	11/27/24	52.39	10/30/24	11/24		10		214100	0	
CL	55115	24	CC-2358	AMZN-SOLAR FLOOD LG	11/26/24	182759	11/27/24	235.32	10/20/24	11/24		10		214100	0	
CL	55115			CalPERS Ed Forum			11/27/24	627.29	10/30/24	11/24		10		214100	0	
CL	55115	1	CC-2355	Staff appreciation	11/26/24	182759	11/27/24	40.00	10/14/24	11/24		10		214100	0	
CL	55115	11	CC-2356	BSN Sports	11/26/24	182759	11/27/24	649.49	10/28/24	11/24		10		214100	0	
CL	55115	10	CC-2356	Amazon office suppl	11/26/24	182759	11/27/24	33.34	10/22/24	11/24		10		214100	0	
CL	55115	13	CC-2356	Document stamp retu	11/26/24	182759	11/27/24	-321,87	10/30/24	11/24		10		214100	0	
CL	55115	12	CC-2356	Document Stamp	11/26/24	182759	11/27/24	335,93	10/23/24	11/24		10		214100	0	
CL	55115	9	CC-2356	Amazon - iPad keybo	11/26/24	182759	11/27/24	265.19	10/22/24	11/24		10		214100	0	
CL	55115	14	CC-2356	Asurion protection	11/26/24	182759	11/27/24	27.99	10/29/24	11/24		10		214100	0	
CL	55115	8	CC-2356	Amazon office suppl	11/26/24	182759	11/27/24	207.57	10/22/24	11/24		10		214100	0	
CL	55115	4	CC-2356	Amazon - iPad	11/26/24	182759	11/27/24		10/22/24			10		214100	0	
CL	55115	3	CC-2356	CalPERS Seminar	11/26/24	182759	11/27/24	567.29	10/28/24	11/24		10		214100	0	
CL	55115	6	CC-2356	Office supplies	11/26/24	182759	11/27/24	261.92	10/28/24	11/24		10		214100	0	
CL	55115	5	CC-2356	Office supplies	11/26/24	182759	11/27/24	50.66	10/23/24	11/24		10		214100	0	
CL	55115	28	CC-2358	AMZN-ADA MENS RR SI	11/26/24	182759	11/27/24	49.80	10/23/24	11/24		10		214100	0	
CL	55115	7	CC-2356	Amazon - iPad cover	11/26/24	182759	11/27/24	28.63	10/22/24	11/24		10		214100	0	
CL	55115	29	CC-2358	TRIMBLE-SKETCHUP GO	11/26/24	182759	11/27/24	119.00	10/23/24	11/24		10		214100	0	
CL	55115	15	CC-2356	Amazon -document st	11/26/24	182759	11/27/24		10/29/24			10		214100	0	
CT	55115	49	CC-2360	T Mobile - GA Wifi	11/26/24	182759	11/27/24	54.40	11/03/24	11/24		10		214100	0	
CL	55115	46	CC-2360	Amazon - DSLR Lens	11/26/24	182759	11/27/24	60.72	10/24/24	11/24		10		214100	0	
CL	55115	47	CC-2360	Amazon - DSLR Lens	11/26/24	182759	11/27/24	46.00	10/25/24	11/24		10		214100	0	
CL	55115	50	CC-2360	Sams Club - PDC Giv	11/26/24	182759	11/27/24		11/04/24			10		214100	0	
CL	55115	45	CC-2360	Amazon - DSLR Lens	11/26/24	182759	11/27/24	-60.72	10/25/24	11/24		10		214100	0	
CL	55115	51	CC-2361	Flagging Tape	11/26/24	182759	11/27/24		10/08/24			10		214100	0	
CL	55115	55	CC-2361	Balloons	11/26/24	182759	11/27/24	32.48	10/11/24	11/24		10		214100	0	
CL	55115	57	CC-2361	Amazon Return	11/26/24	182759	11/27/24	8.50	10/19/24	11/24		10		214100	0	
CL	55115	53	CC-2361	Starlight Movie	11/26/24	182759	11/27/24		10/09/24			10		214100	0	
CL	55115	54	CC-2361	Balloon Arch Stand	11/26/24	182759	11/27/24		10/10/24			10		214100	0	
CL	55115	44	CC-2360	ManyChat - IG App	11/26/24	182759	11/27/24		10/21/24			10		214100	0	
CL	55115			Balloon Arch Kit			11/27/24		10/08/24			10		214100	0	
CL				Survey Monkey			11/27/24		10/11/24			10		214100	0	
CL				Jamf - iPhone Softw					10/18/24			10		214100	0	
CL				AMZN-LIGHTS			11/27/24		10/30/24			10		214100		
CL				AMZN-LIGHTS			11/27/24		10/30/24			10		214100	0	
CL				JIMS STEEL-2X2 ANGL					10/29/24			10		214100		
CL	55115			AMZN-SCISSOR JACKS			11/27/24		10/30/24			10		214100	0	
CL				AMZN-TRAILER PARTS			11/27/24		10/30/24			10		214100		
CL				AMZN-LIGHTS			11/27/24		10/25/24			10		214100		
CL				AMZN-TRAILER PARTS					10/31/24			10		214100		
CL				Amazon - Halloween					10/10/24			10		214100		
CL	55115	41	CC-2360	Adobe - Creative &					10/11/24			10		214100		
CL	55115			AMZN-HITCH			11/27/24		11/01/24			10		214100		
CL	55115	39	CC-2360	Amazon - Lauren Scr	11/26/24	182759	11/27/24	300 - 92	10/09/24	11/24		10		214100	0	

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					Claim		Check			Acct.				
Doc :	#		Invoi	ce #/Description	Date	Check	Date	Amount	Inv Date	Period	PO #	Fund Or	g Acct	Object Pr
/endor	#/Na	ame:	88847	U.S. Bank Corp.payme	ent Cente	<b>-</b>								
L 55	115	58	CC-2361	Amazon Return	11/26/24	182759	11/27/24	8.50	10/19/24	11/24		10	214100	
L 55	115	37	CC-2358	MOCAP-TUBING PLUG	11/26/24	182759	11/27/24		10/31/24			10	214100	
L 55	115	101	CC-2362	Walmart - Helium Cr	11/26/24	182759	11/27/24	-54.10	10/30/24	11/24		10	214100	
L 55	115	142	CC-2373	Rec prg supp costum	11/26/24	182759	11/27/24	91,25	10/18/24	11/24		10	214100	
L 55	115			Misc prog mat/pickl					10/23/24			10	214100	
L 55	115			Misc prg supp costu					10/18/24			10	214100	
L 55	115			PrgSupp/Robots for					10/11/24	-		10	214100	
L 55	115	139	CC-2373	RecSupp storage/msc	11/26/24	182759	11/27/24		10/15/24			10	214100	
<b>L</b> 55	115			PrgSupp costume par					10/10/24			10	214100	
L 55	115			PrgSupp/Robots for					10/11/24			10	214100	
L 55	115			Misc prog mat/pickl					10/23/24			10	214100	
L 55	115	145	CC-2373	JT Alice/added scri	11/26/24	182759	11/27/24		10/25/24			10	214100	
L 55	115			Jersey Mikes	11/26/24				10/28/24			41	214100	
L 55	115	118	CC-2370	Rec Supp/Classroom					10/21/24			10	214100	
L 55	115		CC-2375		-		11/27/24		10/17/24			41	214100	
IL 55	115			Flight to NAYS Conf					11/05/24			10	214100	
L 55	115			6 flag poles / Plan					11/06/24			10	214100	
L 55	115			NAYS Youth Sports C					10/15/24			10	214100	
L 55	115			Solar Lights Plant					10/25/24			10	214100	
	115			Prg Supp/Robots for					10/10/24			10	214100	
	115			NP Office Supp/file					10/18/24			10	214100	
	115		CC-2372				11/27/24		10/25/24			10	214100	
	115		CC-2372				11/27/24		10/23/24			10	214100	
	115		CC-2372				11/27/24		10/30/24			10	214100	
	115			Rec Supp			11/27/24		10/08/24			10	214100	
				Misc Prg Supp			11/27/24		10/09/24			10	214100	
				Misc Prg Supp JT AS					10/09/24			10	214100	
			CC-2372				11/27/24		10/19/24			10	214100	
	115			2025 CPRS conferenc					10/18/24			10	214100	
	115			NP Rec Supp			11/27/24		10/22/24			10	214100	
	115			RV Rec Supplies			11/27/24		10/22/24			10	214100	
	115			NP Rec Supp			11/27/24		10/25/24			10	214100	
	115			RV Rec SupHalloween					10/31/24			10	214100	
	115		CC-2371				11/27/24		11/04/24			10	214100	
				Misc Sup Love Your					11/04/24			10	214100	
				Misc Prg Supp Costu					10/09/24			10	214100	
L 55	115	122	CC-2370	RV Co-Op Program Su	11/26/24	182759			10/31/24	11/24		10	214100	0
							Total:	31,400.38						
'endor				US Food Service										FF 4 600
	026		3487586				11/15/24	•	10/30/24				2 550000	
	026		3299508				11/15/24		10/23/24				1 550000	
	026		3487586				11/15/24		10/30/24				1 550000	
	026			supplies			11/15/24		10/23/24				2 550000	
	026		3299508				11/15/24		10/23/24				2 550000	
	026			supplies			11/15/24		10/23/24				1 550000	
	026			supplies			11/15/24		10/30/24				2 550000	
	026			supplies			11/15/24		10/30/24				1 550000	
	026		3299507				11/15/24		10/23/24				1 550000	
L 55	026	8	3299507	food	11/12/24	182681	11/15/24		10/23/24	11/24		10 68	2 550000	557700
							Total:	5,359.58						

Vendor #/Name: 89767 Varner Brothers, Inc.

For claims processed from: 11/24 to 11/24

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	oc #		Invoice	#/Descrip	tion	Claim Date	Check	Check Date	Amount	Inv Date	Acct. Period	PO#	Fund Org	Acct	Object	Pro
	oc #		Invoice	#/Descrip		Date	CHECK	Date	Allouite	THY Dutte		20				
Ven	dor #/N			arner Broti									10 501	F 40000	F41 F00	
CL				4 November						11/01/24				540000 540000		
CL	55031			4 November						11/01/24	-			540000		
CL	55031			4 November						11/01/24				540000		
L	55031			4 November						11/01/24				540000		
L	55031			4 November						11/01/24				540000		
L	55031			4 November						11/01/24	-			540000		
L	55031			4 November 4 November						11/01/24				540000		
CL.	55031	_				11/13/24				10/31/24	-			540000		
L	55031 55031			tober serv: 4 November						11/01/24				540000		
L	55031			tober serv		11/13/24				10/31/24				540000		
:L	55031			4 November						11/01/24				540000		
L	55031			4 November						11/01/24				540000		
	55031			4 November						11/01/24				540000		
_	33031		102403112	4 HOVELDCI	9017100	21, 23, 21	10100	Total:	8,038.15							
'en	dor #/N	ame ·	89818 V	aughn Wate	r Compan	v			1620							
	55030			9/5/24-10	_		182684	11/15/24	129.66	11/01/24	11/24		10 543	540000	541300	ı
	55030			9/19/24-1					188.83	11/01/24	11/24		10 522	540000	541300	l
L	55030			9/6/24-10		11/12/24			1,331.16	11/01/24	11/24		10 522	540000	541300	ı
L	55030			9/5/24-10		11/12/24	182684	11/15/24	1,360.08	11/01/24	11/24		10 543	540000	541300	ı
_	55030			9/19/24-1		11/12/24	182684	11/15/24	1,270.18	11/01/24	11/24		10 538	540000	541300	ı
	55030			9/19/24-1		11/12/24	182684	11/15/24	204.47	11/01/24	11/24		10 533	540000	541300	ı
L	55030			9/19/24-1		11/12/24	182684	11/15/24	2,036.21	11/01/24	11/24		10 518	540000	541300	l
L	55030	3	1898-1124	9/19/24-1	0/18/24	11/12/24	182684	11/15/24	1,528.16	11/01/24	11/24		10 531	540000	541300	)
L	55030	2	4070-1124	9/19/24-1	0/18/24	11/12/24	182684	11/15/24	181.26	11/01/24	11/24		10 522	540000	541300	)
L	55030	4	9377-1124	9/19/24-1	0/18/24	11/12/24	182684	11/15/24	3,592.93	11/01/24	11/24		10 533	540000	541300	)
								Total:	11,822.94							
en	dor #/N	ame:	91010 V	tech Suppo	rt, Inc											
L	54979	1	40599 ema	il		11/05/24	182636	11/08/24	1,991.03	11/01/24	11/24		10 300	530000	532800	1
L	54979	2	40597 3cx	:		11/05/24	182636	11/08/24	1,356.75	11/01/24	11/24		10 300	530000	532800	1
L	54979	3	40598 har	dware		11/05/24	182636	11/08/24	3,342.00	11/01/24	11/24		10 300	530000	532800	1
L	54979	4	40600 it	support		11/05/24	182636	11/08/24	2,897.00	11/01/24	11/24		10 300	530000	532800	1
								Total:	9,586.78							
en	dor #/N	ame:	92557 W	attenbarge	r Do It	Center										
L	54980	1	64255 tru	st block-F	N	11/05/24	182637	11/08/24	49.30	08/26/24	11/24		10 501	550000	556000	)
L	54980		64035 hos	-		11/05/24	182637	11/08/24		09/24/24				550000		
L	55033	1	63772 uti	lity knife		11/12/24	182685	11/15/24	32.44	10/29/24	11/24			550000		
L	55114	1	64353 saw	blades		11/25/24	182761	11/27/24	18.39	11/13/24	11/24		10 510	550000	556000	)
								Total:	106.94							
en	dor #/N	ame:	92612 W	axie Sanit	ary Supp	ly										
L	54981	1	82714635	FN toilet	tissue			11/08/24		09/06/24				. 550000		
L	55075	1	82833935	toilet pap	er	11/19/24	182730	11/22/24		10/31/24	11/24		10 501	. 550000	555700	)
								Total:	1,315.62							
	dor #/N			estamerica	Bank								4			
L	55077	1	110124 52	6-01110		11/19/24	182731	11/22/24	99,743.89		11/24		41 402	570000	571000	J
								Total:	99,743.89							
				OUG DUPLES	SIS	44				44 /6 - 15 :	44/04			01.4000		
L	55118	1	380102 re	fund		11/26/24	182740	11/27/24		11/26/24	11/24		10	214080	) (	,
								Total:	592.50							
				SMERALDA L	OPEZ			/		40/05/5			10	01.4000		
L	55119	1	381939 re	fund		11/26/24	182742	11/27/24	200.00	10/28/24	11/24		10	214080	) (	,

200.00

Total:

12/02/24 09:06:53 NORTH OF THE RIVER REC & PARK

Vendor Detail Query

Page: 21 of 21

Report ID: AP200A

For claims processed from: 11/24 to 11/24

Doc #	Invoice #/Description	Claim Date	Check	Check Date	Amount	Inv Date	Acct.	PO #	Fund Org	. Acct	Object Pro-
DOC #	invoice #/Description	Date	CHECK	Date	Amount	THY Date	FELLOG			, ACCC	
Vendor #/Nam	me: 999999 LASHAWN BALDWIN										
CL 54987	1 378914 refund	11/06/24	182618	11/08/24	200.00	09/03/24	11/24		10	214080	0
				Total:	200.00						
Vendor #/Nam	me: 999999 LINDA HOLT										
CL 54986	1 382146 refund	11/06/24	182619	11/08/24	775.00	11/01/24	11/24		10	214080	0
				Total:	775.00						
Vendor #/Nam	me: 999999 MARIAH BAGSBY										
CL 55093	1 381932 refund	11/19/24	182708	11/22/24	200.00	10/28/24	11/24		10	214080	0
				Total:	200.00						
Vendor #/Nam	me: 999999 NORA GUERRERO										
CL 55094	1 382046 refund	11/19/24	182712	11/22/24	200.00	10/30/24	11/24		10	214080	0
				Total:	200.00						

Grand Total: 453,482.32