



COMMUNITY BRIDGES
PUENTES DE LA COMUNIDAD

BOARD OF DIRECTORS MEETING

Wednesday, January 15, 2025, 5:00 PM to 7:30 PM

Zoom: <https://us02web.zoom.us/j/613973795>

Meeting ID: 613 973 795

REGULAR SESSION DRAFT AGENDA

- 5:00 1. CLOSED SESSION**
- 5:50 2. Adjourn Closed Session**
- 5:50 3. Call to Order/Establish Quorum**
- 5:50 4. Agenda Review** (5 min)
- 5:55 5. Announcements/Program Updates** (10 min)
- 6:05 6. *CONSENT AGENDA – Action Items** (5 min)
- *In approving the consent agenda, the Board is approving recommendations within each committee’s minutes listed below.*
- 6.1 Draft Minutes of the November 20, 2024 Board of Directors Meeting*
- 6.2 Draft Minutes of the December 11, 2024 Governance Committee Meeting*
- 6.3 Draft Minutes of the January 8, 2025 Governance Committee Meeting*
- 6.5 Draft Minutes of the December 11, 2024 Audit/Finance Committee Meeting*
- 6.6 Draft Minutes of the January 8, 2025 Finance Committee Meeting*
- 6.7 Draft Minutes of the December 11, 2024 Development Committee Meeting*
- 6.8 Draft Minutes of the January 8, 2025 Development Committee Meeting*
- 6:10 7. Receive comments from members of the public on “Items not on the Agenda”** (10 min)
- 6:20 8. BOD Chair Report – Jack Jacobson** (5 min)
- 6:25 9. CEO Report – Ray Cancino** (30 min)
- a) 545 Ohlone Pkwy Update*
- b) [Immigration Response – Children Safety Plan](#)*
- c) Pajaro Response – Pajaro Phase 2, Round 1 Assistance Support*
- 6:55 10. Development Report–Tony Nunez/ Anna Vaage** (15 min)
- 7:10 11. Finance Committee Update – Doug Underhill** (15 min)
- 7:25 12. Newspaper Articles**

- a. [Editorial | SC Wharf reopening: Much to celebrate and honor \(amid blame\)](#) – Santa Cruz Sentinel, January 2025
- b. [Santa Cruz Wharf Reopens With a Ceremony as Residents, Businesses Celebrate](#) – KQED, January 2025
- c. [Santa Cruz Wharf reopens to community fanfare](#) – Monterey Herald, January 2025
- d. [Community Foundation taking donations for Santa Cruz Wharf workers, harbor residents](#) – Santa Cruz Sentinel, January 2025
- e. [Santa Cruz Harbor liveboards face housing uncertainty after devastating swell](#) – Lookout Santa Cruz, January 2025
- f. [Santa Cruz County Disaster Fund collects donations after partial wharf collapse](#) – CBS News, December 2024
- g. [Santa Cruz Wharf likely closed for weeks as city weighs whether to rebuild](#) – Lookout Santa Cruz, December 2024
- h. [Pajaro floods two years later: many still waiting for recovery funds](#) – The Pajaronian, December 2024
- i. [Guest Column | Reflecting on 12 Years of Service in Santa Cruz County](#) – The Press Banner, December 2024
- j. [Measuring progress on the County’s post-flood recovery plan in Pajaro](#) – Monterey County Weekly, December 2024
- k. [A year after the County approved \\$10 million for Pajaro aid, just \\$2.6 million has been spent](#) – Monterey County Weekly, December 2024
- l. [Santa Cruz County declares itself sanctuary community for immigrants](#) – Santa Cruz Sentinel, December 2024
- m. [Pajaro River levee breach recovery efforts continue with new funding](#) – KSBW, December 2024
- n. [Monterey County provides Pajaro flood recovery funding update](#) – Santa Cruz Sentinel, December 2024
- o. [Three-quarters of Pajaro flood relief funds for residents and businesses remain unspent after one year](#) – KAZU, December 2024
- p. [The Pajaro Recovery Fund, one year assessment](#) – KION, December 2024
- q. [Meals on Wheels Taps Dana Wagner](#) – Aptos Times, December 2024
- r. [Meals on Wheels picks senior program director](#) – Santa Cruz Sentinel, December 2024
- s. [Fear of unknown as communities brace for mass deportations](#) – The Pajaronian, December 2024
- t. [‘Tis the season for service: Where to volunteer in Santa Cruz County during the holidays](#) – Lookout Santa Cruz, December 2024
- u. [Add Ease to Year-End Giving](#) – Aptos Times, December 2024
- v. [West Cliff’s future depends on unity – surfers have a place in the discussion](#) – Lookout Santa Cruz, December 2024

- w. [Live Oak School District’s housing bond measure failed. Where does it go from here?](#) – Santa Cruz Sentinel, December 2024
- x. [Founder of Mountain Community Resources dies at 87](#) – Press Banner, November 2024
- y. [Make A Difference: Where To Volunteer In Watsonville!](#) – Patch, November 2024
- z. [Dispute over seniors center helps sink Live Oak School District workforce housing bond](#) – Lookout Santa Cruz, November 2024
- aa. [Core funding process leaves nonprofits perplexed, officials frustrated](#) – The Pajaronian, November 2024
- bb. [How supporting Community Bridges can transform lives this giving season](#) – Lookout Santa Cruz, November 2024
- cc. [You Can Help More than ever, great local charities need a boost](#) – Good Times, November 2024
- dd. [Step into the season of giving: Supporting Santa Cruz County’s vital nonprofits](#) – Lookout Santa Cruz, November 2024
- ee. [Santa Cruz County supervisors approve latest CORE funding cycle amid community uproar](#) – Santa Cruz Sentinel, November 2024
- ff. [Santa Cruz City Council Provides funding to Meals on Wheels](#) – Santa Cruz Sentinel, 2024
- gg. [‘Like we’re in the Hunger Games’: County process to fund nonprofits leaves few satisfied, again](#) – Lookout Santa Cruz, November 2024
- hh. [In the Public Interest: ‘Just doesn’t make any sense’: Supervisors face tense vote on nonprofit funding](#) – Lookout Santa Cruz, November 2024
- ii. [Child care, Meals on Wheels could be reduced with local funding changes](#) – Santa Cruz Local, November 2024

7:25 13. Items for Next Agenda (5 min)

7:30 14. Adjourn Regular Meeting

Next Meeting:

February 19, 2025, 5 pm - 7:30 pm.



COMMUNITY BRIDGES
PUENTES DE LA COMUNIDAD

BOARD OF DIRECTORS MEETING

Wednesday, November 20, 2024 5:00 PM to 7:30 PM

Zoom: <https://us02web.zoom.us/j/613973795>

Meeting ID: 613 973 795

Present: Jack Jacobson, Mary McMillan, Michele Miller, Silvia Morales, Ryan Friedrich, Ray Cancino, Tyler Smith, Steph Ruhl, Doug Underhill, Lisa Hindman Holbert
Minutes: Mary Mackenzie

REGULAR SESSION DRAFT MINUTES

5:00 1. CLOSED SESSION

5:40 2. Adjourn Closed Session

5:40 3. Call to Order/Establish Quorum

5:40 4. Agenda Review

5:41 5. Announcements/Program Updates

Thank you for having Mayra back and her leadership.

5:43 6. *CONSENT AGENDA – Action Items

**In approving the consent agenda, the Board is approving recommendations within each committee’s minutes listed below.*

6.1 Draft Minutes of the September 18, 2024 Board of Directors Meeting

6.2 Draft Minutes of the October 9, 2024 Governance Committee Meeting

6.2a Motion to approve the board resolution CAG Cycle5 Appendix J Nonprofit. Motion moved by Ryan/Steph, MSP.

6.3 Draft Minutes of the November 13, 2024 Governance Committee Meeting

6.5 Draft Minutes of the October 9, 2024 Finance Committee Meeting

6.6 Draft Minutes of the November 9, 2024 Finance Committee Meeting

Motion to approve consent agenda as written. Motion moved by Mary/Ryan, MSP.

6:15 7. Receive comments from members of the public on “Items not on the Agenda”

5:44 8. BOD Chair Report – Jack Jacobson

None.

5:44 9. CEO Report – Ray Cancino

a) Community Bridges Response to Trump Presidency

i) Board Input and Concerns

Wanted to hear from the board about the next steps for the agency to help protect our clients and staff. The practical reality is that CB is trying to get the agency prepared to vocalize and communicate that it's still a safe place to come and seek services. The fear can really silence people from accessing public services. CB needs to implement public education components. The agency is focused on making our physical spaces more secure through legal remedies. There are three phases. Our centers are not public, they are privately held offices. Anybody with legal authority needs to speak with our authorities, recording, becoming bystanders, trying to be focal point with ICE as it pertains to anyone on the premise. Know your rights, especially if you yourself need a safety plan, and also making sure you have a family safety plan. CB is working on resources on assessing immigration status. CB needs to put out constant reminders that the agency is a safe place and doesn't ask about citizenship. We will have to be pivoting in the next 4 years. This is a good opportunity to ask the board what they are most concerned about. Do we have federal grants and how solid are they? How important are they? Even the state funded grants come from the federal government. The only silver lining is most of the funding sources are in alignment with the farm bill and republican party. They are more likely going to reduce eligibility, not funding levels directly. They are going to make a thousand cuts, by way of eligibility and benefits cuts. HR 9495: The ACLU was the first one to raise an issue about this earlier in the week. There is due process in the language of this bill. Limit funneling of USD to terrorist organization. The president can't do it unilaterally. A couple of nuances – you're guilty until proven innocent. You have a 30 day and a 90 day cure process. The language is clear on how the process will work, congress will have to approve being placed on the terrorist watchlist, the ACLU could be placed as a terrorist organization. This goes back to a first amendment right. We're putting a lot of faith that Secretary of State produces a watchlist that won't put good names on that list. Putting a lot of faith in the system. If they take away the 501(c)(3) status, are they taking away all the assets? There is a process for desolation of funds. Putting a lot of faith in the judicial system as well. CB can't be naïve and can't be paranoid either. Part of what you're saying is how much is calculated to put fear in organizations or to help people to put fear in organizations. Our role is to triage and use harm reduction.

b) CORE – Update and Implications

MOW was recommended for funding with discretionary funds at \$300k at county and \$36k at city. This still is a loss of \$69k which is going to be negatively impacting MOW. Increase of \$400k year over year. The FRCs and ELD received funding. How CB is going to absorb the loss in the program in which the agency is already seeing a three figure loss in the program. Working hard at contingency planning. Watsonville Senior Center will be contracted to the City of Watsonville. Talking about implementation of reduction of services. Looking at our eligibility, that has already made some significant service changes. Start doing ECM from MOW as well. There is a robust program for WIC, ELD and the FRCs. MOW is able to decrease some meals that the funds are through CORE and loss of funding through federal levels. Also, MOW wants to implement MTM. Got approval to put freezer in at 1777 Capitola. Making sure that there's public recognition, maybe something from the board itself. Maybe we didn't get everything from the county, but the number improved, CB should make a thank you of some sort to the BOS, that we did appreciate the add back. CB did receive 1/3 of the funding from CORE. If 1/3 of people say they aren't working on this or don't want the services CB will see a drastic reduction of services. Monterey made a bold statement and had some farmers step up. With less work and less field work, people will see rising costs. You either import labor or import the goods. How does the agency have that discussion and how does CB bring them along to that discussion. CB has tried to track where people were working so that the agency can ask them for money. CB didn't get much response. The conversation is there, super early in this reality. How are the Agriculture companies going to respond to this and respond to their employees? Have you had an opportunity to meet or hear how the city of Watsonville is going to handle any ICE related incidents? Had the public statement that the SD and PDs put out reverting back to protections CB has had locally. Not going to involve themselves in administrative subpoenas and warrants. Watsonville law center has been having the stark conversations around that. Rapid response, what happened last time was identifying where the vehicles were. Help support families to stay away or be mindful of activities. Trojan horsing subpoenas on people who were suspected of violent crimes. They were interrogating people coming in. What can the agency do outside of trying to educate? Assert your 5th amendment rights. Is there anything that CB can expect from city officials, setting up communications channels. There was a set up for a fellows program. 3 fellows in this community – CAP, Watsonville Law Center and Catholic Charities. Can Lift Line carve out one day to detention centers as people are impacted. The agency can reduce the harm. The statute that republicans are moving on against nonprofits will give him the power to eliminate nonprofits.

6:35 10. Development Report–Tony Nunez/ Anna Vaage

Right now Development is ahead of the prior year by about \$45k. Part of this a bit of timing of when mailers had gone out. Development is still seeing strong returns on mailers: MOW and Agency fall mailers. Development is having additional outreach campaigns for an elongated time period. One of which is giving Tuesday with a \$22k goal that we hope is attainable. Have a project in Santa Cruz Gives which is highlighting the WIC diaper program. Development has our later fall mailer that's still coming in. Started to finalizing program and services for Food from the Heart. CB Calendar is coming out next week. Overall, Development is on track for their activities. There are reports of a drop off of live event opportunities. Unsold tickets for community events. Being extra diligent on inviting people to upcoming events. LL PD and Marketing and Communications director have sold out all LL van sponsorships. Driscolls and CB have launched communication for giving Tuesday, if people do a donations before 10am they will triple donations. It's the shameless plug, as has been talked about at MT, talking about importance of connecting with others and sharing posts. Development gets the word out there on the little campaigns. How does the agency connect relationships with the value/worth. It is definitely word of mouth. How do you share that story? How do you support the people in your community? Getting a lot of calls, how do we donate, get involved with the organizations in our communities?

6:22 11. Finance Committee Update – Doug Underhill

When CB started the year, there were \$667k of prior year funds. The goal has been to close that gap. In the first quarter, we have pretty much closed that gap. Doesn't mean that every program has. \$780k of Path Cited funding. Those dollars were put in FRCs, WIC and ELD budgets, not all used this year. Ended our first round of Path Cited funding in the amount of \$490k. This will allow CB to get case numbers up and ensure that the program is viable and will work. Received Packard grant, and \$278k in AAA funding. CB doesn't want to just cut people off, so the agency is doing it strategically through attrition. Identifying the ones with most acute needs. MOW was in the most significant deficit. Overall, it's been a great quarter in funding. After budget has been built, the FRCs prior year funds were pulled out. Separated out ECM funds in the FRCs. CB doesn't want more money in their budget than is going to be spent. Admin is showing a gain, the Path Cited funds is paying for a fiscal position. MOW/WIC PD has done an amazing job with WIC and wants to start with MOW. 100 clients a month and number will grow. Administrative need of support to ensure that will require resources. CB is looking to move into other counties and will need to scale up resources. ELD will have a rate reimbursement increase starting 1/1/25 which will be a 10% increase in daily reimbursement as well as CORE funding, and \$150k from Kaiser. ADA is a bit slower than anticipated. Just reached 70 ADA which is what they were running pre-Covid. Let's keep moving number up. CORE will be a big deal to ELD. CORE cycle being a success story overall. The FRCs rely on CORE funding to keep the doors open. Overall keep bringing funding as CB0 is bringing it in.

Once timeline is presented to FC, for the Ohlone project will be shared with board. Fiscal is in the agency audit right now and consequently everything is on back burner. Auditing EED, and CACFP major program, emergency rental program, and contract we have as Monterey-contract or recipient. Had winter wishes kickoff, it was well received.

6:44 12. Newspaper Articles

- a. [Letter | County: Prioritize Meals on Wheels in CORE funding](#) – Santa Cruz Sentinel, November 2024
- b. [Preschool program expands at Highlands Park Center in Ben Lomond](#) – Lookout Santa Cruz, November 2024
- c. [Phalanx of Santa Cruz County leaders vows to stand with immigrant community in second Trump term](#) – Lookout Santa Cruz, November 2024
- d. [Mood swings across party lines for Santa Cruz County voters](#) – Lookout Santa Cruz, November 2024
- e. [Giving Back In Scotts Valley: Local Causes To Support This Season](#) – Scotts Valley Patch, October 2024
- f. [Vision for the community: Dozens receive free eye exams, glasses](#) – The Pajaronian, October 2024
- g. [Community Bridges partnering with VSP Vision for free eye exams](#) – Santa Cruz Sentinel, October 2024
- h. [Tia Verches earns 2024 Green Heart Award for her dedication](#) – Press Banner, October 2024
- i. [Community unity at the heart of Annual Mountain Affair benefiting Mountain Community Resources](#) – Lookout Santa Cruz, October 2024
- j. [New generator will equip San Lorenzo Valley emergency center](#) – Lookout Santa Cruz, October 2024
- k. [Connect, volunteer, and thrive: 10 Ways to support older adults in Santa Cruz this October](#) – Lookout Santa Cruz, October 2024
- l. [Vote Yes on Measure V: Empowering True Representation and Building an Inclusive Watsonville](#) – The Pajaronian
- m. [Would Measure N demolish a Live Oak senior center for teacher housing?](#) – Santa Cruz Local, October 2024
- n. [New laws signed by Gov. Newsom clear way for more farmworker housing](#) – ABC7, September
- o. [Community Bridges secures \\$3M grant to revamp childcare outdoor spaces](#) – Press Banner, September 2024
- p. [After past tension, Live Oak School District and Community Bridges sign two-year lease allowing Meals on Wheels to remain](#) – Lookout Santa Cruz, September 2024
- q. [Tickets on sale for Mountain Community Resources benefit](#) – Santa Cruz Sentinel, September 2024
- r. [Live Oak School District's New Chapter](#) – Good Times, September 2024

6:44 13. Items for Next Agenda (5 min)

6:47 14. Adjourn Regular Meeting

Next Meeting:

January 15, 2025, 5 pm - 7:30 pm.



Governance Committee Meeting

Wednesday, December 11, 2024, 6-7 pm

Zoom: <https://zoom.us/j/326410777>

Meeting ID: 326 410 777

Present: Jack Jacobson, Ray Cancino, Ryan Friedrich, Steph Ruhl, Silvia Morales, Michele Miller, Doug Underhill, Sara Siegel

Minutes: Mary Mackenzie

REGULAR SESSION

DRAFT MINUTES

6:00 1. Meeting to order/Establish Quorum

6:00 2. Closed Session

6:31 3. Consent Agenda

a) *10/9/24 Governance Committee Regular Session Draft Minutes*

b) *11/13/24 Governance Committee Regular Session Draft Minutes*

Motion to approve minutes as written. Motion moved by Ryan/Silvia, MSP.

6:31 4. Agenda Review

6:31 5. CORE Update

a) *Final Impact \$69k*

Overall good news, CB is in a better position since we're going to be receiving funding for ELD and FRCs, with a loss of \$69k to MOW. MOW received the most amount of discretionary fund in the amount of \$300k from county and \$31k from city.

b) *MOW*

Electeds need to be recognized, but it still is a loss. Other programs got no funding. Focus on the future and looking forward to continuing to engage with the board on the value that MOW and other CB programs offer.

6:36 6. Board Development

What are the other key positions the agency wants to bring on? CB needs some names.

Building relationships locally at the government level. Not sure how best to get names from the board. If you feel like you know somebody let us know. Someone that is looked to in the community for advice. The board is at 9 right now, but would like to be at 11 or 12. CB would like someone from UCSU, Hospital, Cabrillo, maybe contact Adam Spickler and see if he has ideas for someone in the higher ed space. Doing in person gatherings again, meet and greet, or mixer. New people that comes in, members need to make the Board a commitment. The board needs people in the financial services sector. Why do people not engage in a board? They don't understand what's happening. There is a need for some sort of a primer. You want to bring in people that generate revenue, but also community members. A board member is willing to give a primer. CB has reached out to probation department, they gave Rob's name. He's a consultant. Maybe have a beneficiary of our services, the agency can ask people that are recipients. If CB provided a small stipend, a level of acknowledgement of their time. If there's interest here at GC, then it should be brought up to the whole board. Lots of folks do it for compliance. It can't just be a token, really make sure that the person feels comfortable making decisions and empowerment.

6:55 7. Items for next GC Agenda/BOD Agenda

Stipend for Participant/Client Board Member

Update MOW 347 Locust Site

6:51 8. Adjourn

Next Meeting: January 8, 2024, 6-7 pm

Zoom: <https://zoom.us/j/326410777>,

or call +1 669 900 6833

Meeting ID: 326 410 777



Governance Committee Meeting

Wednesday, January 8, 2025, 6-7 pm

Zoom: <https://zoom.us/j/326410777>

Meeting ID: 326 410 777

Present: Jack Jacobson, Silvia Morales, Steph Ruhl, Doug Underhill, Ray Cancino, Michele Miller, Sara Seigel

Minutes: Mary Mackenzie

REGULAR SESSION

DRAFT MINUTES

6:00 1. Meeting to order/Establish Quorum

6:00 2. Closed Session

6:09 3. Consent Agenda (2 min)

a) *12/11/24 Governance Committee Regular Session Draft Minutes*

Motion to approve the minutes as written. Motion moved by Silvia/Sara, MSP.

6:10 4. Agenda Review

none

6:10 5. Board Development Discussion

a) *Client/Participant Representative and Stipend*

Last discussion at governance the board was talking about engagement and considered having discussion concerning client and participant representation. After some research which outlines best practices to ensuring active participation , it would be equitable to have a stipend of \$100 per meeting. This would be limited to client/participant representative. Next steps would be to have a full board vote. For client participants 2 per sector. 2 sounds reasonable, 1 for seniors and 1 for youth and families. What's the process going to be? In terms of onboarding there's going to be a board buddy, language equity and accessibility. We would consider the

board training component as a meeting to help support client/participant board members. We may need to provide a laptop or something. CB has a training program that has been paid for that can be provided online but staff would help with onboarding. .

Motion to recommend a board stipend of \$100/per CB board meeting for a client/participant. Motion moved by Silvia/Sara, MSP.

6:15 7. Items for next GC Agenda/BOD Agenda (5 min)

Congratulations to our HRD.

7:00 8. Adjourn

Next Meeting: February 12, 2025, 6-7 pm

Zoom: <https://zoom.us/j/326410777>,

or call +1 669 900 6833

Meeting ID: 326 410 777



Audit/Finance Committee Meeting

Wednesday, December 11, 2024, 5-6 pm

Zoom: <https://zoom.us/j/326410777>

Meeting ID: 326 410 777

Present: Jack Jacobson, Mary McMillan, Ryan Friedrich, Silvia Morales, Ray Cancino, Doug Underhill, Steph Ruhl

Minutes: Mary Mackenzie

Auditor: Peter Mersino CPA, Kaku & Mersino LLP

Audit Notes:

The audit is in draft form; these are your financial statements.

Pg 1: This is the independent audit report: It is an unmodified report, a clean report.

Pg 2: This is a continuation of the audit report.

Pg. 3: Governing – integral part.

Pg 4: Increase of \$1.5M from last year, most part of investments converted to Money Market, increases new vehicle, new freezer, property assets \$23M. This includes advances that will be spent in the next year. Total assets less liabilities is \$13M

Pg 5 Statement of activities - Income statement for 6/30/24 – 3% increase from prior year.

Expenses – Supporting Services is equal to 10.5% of total expenses. Increase and Decrease in net assets – receiving donations in prior year and being spent last year.

Pp 6-7: Statement of Functional Expenses – Shows expenses for the programs.

Pg 8 Changes in assets- \$3.2M net cash. Increase of cash \$1.5M

Pg. 9 Notes of financial statements.

Pg 13. Breakdown of property and equipment

Pg. 14 Notes Payable

Pg. 15 Shows commitments

Independent Report:

Compliance in accordance with government requirements – clean report.

Single Audit Act – Compliance of major programs = CACFP and the Emergency Rental Assistance Program. Both programs complied with all requirements.

Pg 20 – Schedule of expenditures of federal and state awards.

Pg 21 - Shows federal assistance of \$9.2M, and next page shows state assistance of \$5.3M

Pp 23-24 – Contains additional notes

Pg 25 - Recap of audit results, CB was determined to be a low risk auditee, which means no findings and filed timely for the last 2 years.

Pg 26-40 – CDE required reports for EED.

44-End additional schedules for Measure D and TDA.

Question about unsecured funds – CB needs a couple million for working capital, you could distribute the funds to different banks, some agencies will have investment funds invest in different CDs. A large majority is in a money market account.

Coming out of 2021/2022 CB had \$356k of unconditional revenue that the agency had to show as revenue in that FY. In 22/23 there was \$1.039M of grants and \$279k of Pajaro donations that came in, what is seen is the change from 21/22 to 22/23, showed a \$900k gain that wasn't really gain, but unspent funding. Sometimes CB gets grants that aren't expected to be used until next year. In 23/24 the agency saw less end of year unconditional funding, mostly related to disaster funding, so realized but unspent dipped to \$230k, and Pajaro donations from \$275k to \$132k. This was the equivalent to starting the year with a \$951k loss on paper.

How the agency communicates the organizational financial position should be a topic. CB may put some of the narrative into our annual report with the understanding that the agency knows that this could be weaponized against us. This is all about timing of funding and not management of funding.

Conditional vs. Unconditional Funding:

Conditional – You are required to complete some kind of performance, not until you perform those conditions do you count it as revenue.

Unconditional – They gave you the money that has no strings attached.

Unconditional makes up a smaller portion of our funding, about 10%.

What are other nonprofits doing to address it? Are they adding any additional management? Not really. Do any agencies put notes on their financial statements that talk about it?

How possible is it to write a narrative? Something within the actual audit and something that is in plain speech. This could be added as a management discussion.

It just depends on what language you're used to. Is there a way to look at past years? We do track changes over time. Agency trend analysis. Now that the audit is complete, fiscal will add FY 23/24.

Motion to move that the Audit Committee accept the audit. Motion moved by Jack/Silvia, MSP.

Triennial RTC Audit was recently completed – CEO, CFO and LL PD met with an independent auditor.



Finance Committee

Wednesday, January 8, 2025, 5:00-6:00 PM

<https://us02web.zoom.us/j/326410777>

Zoom Meeting ID: 326-410-777

Santa Cruz County, CA

Present: Doug Underhill, Mary McMillan, Jack Jacobson, Ray Cancino, Steph Ruhl

Minutes: Mary Mackenzie

DRAFT MINUTES

5:00 Agenda Review

5:04 CFO Report – Doug Underhill

a) Department updates and announcements

Because last month's meeting was the audit, not a program report, this covers two months. Longevity was completed as stipulated by SEIU. A staff accountant was hired. We have one AP staff member who is on leave.

b) November 30, 2024, Program Budget Summary

WIC is projected to have \$193k gain, all related to ECM services.

EED HP is now a CSPP site, which is state funded. They do have one private pay student which CB has to figure out what to do about. EED is projected to lose \$88k with no real chance of making up the deficit. There should be no further losses.

Because CB can't make any money on a state funded site, the only thing that would bring that down the loss would be donations. It should be a pure CSPP state.

Directions have been provided to EED PD to give notice that we're going to terminate the service for this private pay family, however this has not yet occurred.

ELD – There was a large downward revision due to ADA not increasing at a rate that is in the budget. ELD was running 70 ADA in November, and a YTD ADA of 67.

Reimbursement increase came through on January 1st, also a \$150k Kaiser grant. Next FY the program will start with a higher ADA and with CORE funding should be stable.

MOW is projected at a \$185k projected deficit in part due to a downward revision in AAA, as well as some program restructuring. Going to figure out how to get revenues equal to expenses.

LL shows a -\$22k change as compared to a couple months ago. This is in part due to a CDL stipend and the longevity stipend. LL is operating right around break even. 100 registered individuals are using the pay for ride option, about 50-60 rides/week, which equates to about \$15k in rides that would be down time otherwise.

FRCs – \$150k deficit, need to set up a meeting with the FRC PD. There was a big shift with Monterey County Pajaro funding. \$1M is projected to not be distributed during this FY. Two large multi-year grants, CalCRG and another for therapy, are being spent more slowly than budgeted. CB must figure out a way to increase services and expenditure, which is mostly personnel related. The FRCs did just hire an operations manager. They also just added a counselor.

CACFP – They're running solid in daycare home count. It is much higher than it was a year ago. CACFP has 420 homes, however CB would like to see that increase to about 450. The program is cyclical, and home count will drop through the winter months. Admin is seeing a large surplus right now due to an increase in Indirect and from one FTE being paid by the PATH-Cited grant.

Dev had an incredible December. Coming out of December 31st they were at \$320k, which exceeded general donations to the agency by about 20%.

c) *Cash Flow – Money Market – update*

Stable. 2.1 in MM.

d) *Investments and Funds – December 31, 2024*

Little change in all funds.

5:19 ELD ADA

December dipped to an ADA of 63. Marketing and Communications Director can do everything right and get participants here, but if ELD can't enroll them fast enough, there's nothing CB can do. Wage inflation is impacting. CB has had to restructure the rates on the nursing. Nurses and Social workers are hard to bring on.

5:23 CalFire Green Schoolyards update

This has been a really massive undertaking, which has been taking a lot of input from different areas, especially the Director of Business Operations and the Project Manager for the CalFire Grant Project. A lot of back and forth with different contractors. There's been a budget revision that has been presented to CalFire. Landscape designer has been determined, as well as civil engineering. We're 6 months in now and need to ramp up. We are getting to where we are going to have a design and mobilize on it. It does extend into the next couple of years but will have a tight timeline.

5:28 347 Locust Property update

CB attempted to go back to the owner to negotiate lower. No purchase and sale agreement has been completed. Swenson is supposed to be going up there to look at

the location. The Alliance is not currently funding projects in Monterey or Santa Cruz Counties. Waiting to hear about RISE funding. The school district is moving forward aggressively with their plan, so unless we have a place, they may not extend beyond the two years. The analysis of this project will have to be tied in with the LL project as relates to cash-flow.

5:25 Lift Line Project Update

It's taken some time to get things going. Our General Contractor is Ausensio. Now that there is a contract in place, the CFO can reach out to them to get a timeline. Should be able to come back for the next Finance Committee to present the timeline of cash-flows.

5:39 Adjourn

Next Meeting February 12th, 2025



COMMUNITY BRIDGES
PUENTES DE LA COMUNIDAD

Development Committee Notes
December 11, 2024 at 11:00 a.m.

<https://us02web.zoom.us/j/85260053476>

+1 669 900 6833 US

Meeting ID: 852 6005 3476

Introductions

Michael McMurtry was introduced as Grant Writer/Coordinator. The dept will report on grants over the coming year to view the sustainability of the department and agency.

1. Development Report: 11:00am-11:10am

Donations are 4.1% above last year through November. We are on track to meet budgeted goals. Mailers and newsletters are doing very well, including CB's new fall mailer outreach.

2. Events Update: 11:10am-11:25am

- Food from the Heart
- Meals on Wheels is hosting a Valentines-themed fundraiser luncheon on February 14. In order to reach last year's success of \$70K, we need \$20K sponsorships, \$10K major gifts, \$30K raised at the event in addition to ticket sales.
- Make sure invitees don't feel excluded if they don't come as a couple. The event should represent caring for all our loved ones and neighbors.
- Discussion about timing of sponsor asks, and company decision making budgets. Staff will return with a sponsorship packet presenting all sponsorship opportunities within Community Bridges to allow businesses to budget for their priorities.

3. Projects Update: 11:25am-11:40am

- CORE Results
- In 2022 we were awarded for ELD and MOW but cut for FRC funding. In 2024 FRCs and ELD were funded, but MOW missed by one point. We conducted a full court advocacy campaign and retained \$337K for MOW for the next three years, down from \$400K.

4. Discussion Items: 11:40am-11:55am

- Appointment of Committee Chair -- ACTION ITEM
- **Members nominated Stephanie Ruhl as Development Committee Chair. MSP**
- Chair duties reviewed, and Stephanie is already supporting all of those roles.
- 2025 Development Committee Meeting Schedule
 - Schedule approved for the second Wednesday of every month in 2025.



COMMUNITY BRIDGES
PUENTES DE LA COMUNIDAD

Development Committee Notes

January 8, 2025 at 11:00 a.m.

<https://us02web.zoom.us/j/85260053476>

+1 669 900 6833 US

Meeting ID: 852 6005 3476

1. Events Update: 11:00am-11:10am

- Food From the Heart

We have an event goal of \$70K which was set after a committee of 12 volunteers stepped up last year to support the leadership transition. The committee chairs are not able to lead ongoing, so we are working with a new committee of 6 members.

2. Development Report: 11:10am-11:15am

Through December 31st we are 1.7% above prior year donations. Most programs have met more than 50% of their goal at the halfway point of the year. We will work with donors and programs to bring budgets in line through end of fiscal year.

3. Projects Update: 11:15am-11:25am

- Giving Tuesday/Year End Giving

Year end giving campaigns were strong, with Giving Tuesday and CB Fall Mailer exceeding goals. Ads, news, social media spends were similar to last year, and we are reviewing results for changes in viewership. One-off campaigns like SC Gives vary by program depending on our Big Idea, and major gifts can vary from person to person.

- Sponsorship Packet Update

Department is designing a packet of sponsorship opportunities to present to local businesses and get in their schedules to support. We will bring back to committee to plan timing and outreach. Committee suggested including volunteer opportunities.

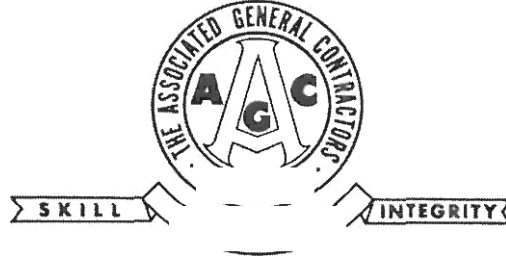
4. Discussion Items: 11:25am-11:55am

- Long-term Planning for Development Department

As revenue goals are met we are reviewing department structure to make sure we are growing and servicing donors we have. We added 12 hrs of donation processing and acknowledgement staff to support Individual Cultivation Plan. We continue to cultivate event support, committees and volunteers.

Committee members recommended expanding engagement through volunteer opportunities, community events and outreach that doesn't include requests for donations. Highlight program activities and successes. Cultivating grassroots support through communications and outreach activities.

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



AGC DOCUMENT NO. 235

STANDARD SHORT FORM AGREEMENT BETWEEN OWNER
AND CONTRACTOR

(Where the Basis of Payment is the Cost of the Work)

This Agreement is made this 8th day of January, 2025, by and between

OWNER,
COMMUNITY BRIDGES
519 Main Street
Watsonville, CA 95076

and

CONTRACTOR,
AUSONIO INCORPORATED
Contractor's License #682308
11420 A Commercial Parkway
Castroville, CA 95012

PROJECT/PROPERTY,
COMMUNITY BRIDGES
LIFTLINE
545 Ohlone Parkway
Watsonville, CA 95076

ARCHITECT/ENGINEER,
HOGAN LAND SERVICES
2601 41st Street, Ste B
Soquel, CA 95073

- 1 THE WORK Contractor as general contractor shall furnish construction administration and management services and use Contractor's best efforts to perform the Work in an expeditious manner consistent with the Contract Documents. Contractor shall provide all labor, materials, equipment and services necessary to complete the Work, as described in **Exhibit A**, all of which shall be provided in full accord with and reasonably inferable from the Contract Documents as being necessary to produce the indicated results. The Contract Documents include all documents listed on **Exhibit B** as well as all plans and specifications and any and all documents attached hereto.
- 2 COMPENSATION Owner shall compensate Contractor for Work performed on the basis of the Cost of the Work as allowed in Article 10 of this Agreement, and Contractor's Fee paid in proportion to the Work performed subject to adjustment as provided herein. Contractor's Fee shall be as follows, subject to adjustment provided herein: As General Contractor for the Project, Contractor will be paid a fee of 10% of all costs specific to the job including subcontractor work and materials validly billed and verified by Contractor to have been completed and supplied to the Project during the course of oversight. The Parties understand and agree that work and materials or equipment that have already been ordered or provided to the project prior to execution of this agreement are not subject to the 10% fee. Payment for Work performed shall be as set forth in Article 11.
- 3 ADJUSTMENT IN CONTRACTOR'S FEE An adjustment in Contractor's Fee shall be made as follows:

No adjustments to Contractor's fee shall be made without a signed written change order executed by Contractor and Owner. In addition, any and all changes to the scope of work for subcontractors shall be in writing and signed by Contractor and Owner. All change orders shall include any increases or decreases to the cost of construction as well as a statement of any changes to the schedule/completion date. Change orders shall not be subject to an additional fee unless authorized in writing and signed by both Contractor and Owner. Approved added work will be charged at Cost Plus 10% fee.

- 4 INSURANCE Prior to the start of the Work, Contractor shall purchase and maintain insurance coverage and limits of liability as set forth in **Exhibit C**, that will protect Contractor and Owner from claims arising out of Contractor operations under this Agreement, whether the operations are by Contractor, or any of Contractor's consultants or subcontractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 5 SCHEDULE/COMPLETION DATE The Project shall be completed on or before November 30, 2026.
- 6 BONDS Performance and Payment Bonds are x are not required of Contractor.
- 7 EXHIBITS The following Exhibits are incorporated by reference and made part of this Agreement:

EXHIBIT A: The Project/The Work, 1 page
EXHIBIT B: Contract Documents, 1 page
EXHIBIT C: Insurance Requirements, 1 page
EXHIBIT D: Alternates and Unit Prices, 1 page
EXHIBIT E: Liquidated Damages Clause, 1 page
EXHIBIT F: Alternative Dispute Resolution, 3 pages

8 CONTRACTOR'S RESPONSIBILITIES Contractor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions.

8.1 Except for permits and fees that are the responsibility of the Owner pursuant to this Agreement, Contractor shall obtain and pay for all necessary permits, licenses and renewals pertaining to the Work.

8.2 Contractor shall pay all applicable taxes legally enacted when bids are received or negotiations concluded for the Work provided by Contractor.

8.3 In the event that Owner elects to perform work at the Worksite directly or by others retained by Owner, Contractor and Owner shall coordinate the activities of all forces at the Worksite and agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Contractor and assist with the coordination of activities and the review of construction schedules and operations.

8.4 In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work, Contractor shall examine and compare the drawings and specifications with information furnished by Owner pursuant to Paragraph 8.2; relevant field measurements made by Contractor; and any visible conditions at the Worksite affecting the Work.

9 WARRANTY

The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. Contractor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Contractor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.

Contractor further guarantees that it will correct all deficiencies and defects in equipment, material supplies, and work furnished on the job without charge to Owner for a period of one (1) year after final completion of the project, except when the supplier or manufacturer of the equipment or material provides a longer guaranty. Contractor expressly agrees to act as coguarantor of such equipment and materials, and contractor shall supply Owner with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by their supplier or manufacturers. Owner does not waive any other rights or claims it may have including but not limited to breach of contract, negligence, construction defect or statutory violations, including claims for latent and patent defects.

10 SAFETY Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Contractor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of applicable laws and regulations. Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work;

and property located at the site and adjacent to Work areas, whether or not the property is part of the Work.

- 11 **HAZARDOUS MATERIALS** A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. Contractor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency.
- 12 **MATERIALS BROUGHT TO THE WORKSITE** Contractor shall be responsible for the proper delivery, handling, application, storage, removal and disposal of all materials and substances brought to the Worksite by Contractor, subcontractors and suppliers in accordance with the Contract Documents and used or consumed in the performance of the Work.
- 13 **SUBMITTALS** Contractor shall submit to Owner and, if directed, to its Architect/Engineer for review and approval all shop drawings, samples, product data and similar submittals required by the Contract Documents. Contractor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Contractor shall prepare and deliver its submittals to Owner in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. When Contractor delivers its submittals to Owner, Contractor shall identify in writing for each submittal all changes, deviations or substitutions from the requirements of the Contract Documents. The approval of any Contractor submittal shall not be deemed to authorize deviations, substitutions or changes in the requirements of the Contract Documents unless express written approval is obtained from Owner specifically authorizing such deviation, substitution or change. Further, Owner shall not make any change, deviation or substitution through the submittal process without specifically identifying and authorizing such deviation to Contractor. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Contractor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Contractor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved Shop Drawings.
- 14 **SITE CONDITIONS** If the conditions at the Worksite are (a) subsurface or other physical conditions which are materially different from those indicated in the Contract Documents, or (b) unusual or unknown physical conditions which are materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Contract Documents, Contractor shall stop work and give immediate written notice of the condition to Owner and Architect/Engineer. Contractor shall not be required to perform any work relating to the unknown condition without the written mutual agreement of the parties.
- 15 **CUTTING, FITTING AND PATCHING** Contractor shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or Others retained by Owner.
- 16 **CLEANING UP** Contractor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Contractor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste and surplus materials. Contractor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Contractor shall remove from the Worksite all

construction equipment, tools, surplus materials, waste materials and debris.

- 17 **OWNER'S RESPONSIBILITIES** Any information or services to be provided by Owner shall be provided in a timely manner so as not to delay the Work.
- 18 **FINANCIAL INFORMATION** Prior to commencement of the Work and thereafter at the written request of Contractor, Owner shall provide Contractor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Contractor's commencing or continuing the Work. Contractor shall be notified prior to any material change in Project financing.
- 19 **WORKSITE INFORMATION** Owner shall provide at Owner's expense and with reasonable promptness the following, which Contractor shall be entitled to rely upon for its accuracy and completeness:
1. information in Owner's possession or reasonably available to Owner, describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations;
 2. tests, inspections and other reports in Owner's possession or reasonably available to Owner dealing with environmental matters, hazardous material and other existing conditions, including structural, mechanical and chemical tests, required by the Contract Documents or by law; and
 3. any other information or services requested in writing by Contractor that are relevant to Contractor's performance of the Work and under Owner's control.

The information required by this Paragraph shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions.

Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used by Contractor in laying out the Work.

- 20 **BUILDING PERMIT, FEES AND APPROVALS** Except for those required of Contractor pursuant to this Agreement, Owner shall secure and pay for all other permits, approvals, easements, assessments and fees required for the development, construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit. So long as Owner pays the permit fees directly to the relevant governing bodies, the permit fees will not be subject to the 10% fee and Contractor will drop it off and pick it up from such governing bodies.
- 21 **SUBCONTRACTS** Work not performed by Contractor with its own forces shall be performed by subcontractors. Contractor agrees to bind every subcontractor and material supplier (and require every subcontractor to so bind its subcontractors and material suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and material supplier's portions of the Work.

22 COST OF THE WORK

- 22.1 Owner and Contractor understand and agree that the Compensation for Contractor's role

as General Contractor as described in Article 3 includes all of the following and Contractor is not entitled to any further compensation unless agreed to in writing signed by Contractor and Owner:

- 22.2 Wages paid for labor in the direct employ of Contractor in the performance of the Work.
- 22.3 Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office performing the following functions:

Superintendent/field management, project manager, and project engineer. Each of these roles will be performed on a part-time basis.
- 22.4 Cost of all employee benefits and taxes including but not limited to workers' compensation, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under Contractors' standard personnel policy, insofar as such costs are paid to employees of Contractor who are included in the Cost of the Work under Subparagraphs 10.2.1 and 10.2.2.
- 22.5 Reasonable transportation, travel, hotel and moving expenses of Contractor's personnel incurred in connection with the Work.
- 22.6 Cost of all materials, supplies and equipment incorporated in the Work, including costs of inspection and testing if not provided by Owner, transportation, storage and handling.
- 22.7 Payments made by Contractor to subcontractors for work performed under this Agreement.
- 22.8 Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value and/or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Contractor.
- 22.9 Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Contractor or others retained by Owner, including installation, repair and replacement, dismantling, removal, maintenance, transportation and delivery costs. Rental from unrelated third parties shall be reimbursed at actual cost. Rentals from Contractor or its affiliates, subsidiaries or related parties shall be reimbursed at the prevailing rates in the locality of the Worksite up to eighty-five percent (85%) of the value of the piece of equipment.
- 22.10 Cost of the premiums for all insurance and surety bonds that Contractor is required to procure or deems necessary and approved by Owner.
- 22.11 Sales, use, gross receipts or other taxes, tariffs or duties related to the Work for which Contractor is liable.
- 22.12 Permits, fees, licenses, tests, royalties, damages for infringement of patents and/or copyrights, including costs of defending related suits for which Contractor is not

responsible, and deposits lost for causes other than Contractor's negligence.

- 22.13 Losses, expenses or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the construction and for a period of one year following the date of Substantial Completion of the Work, provided that such corrective work did not arise from the negligence of Contractor.
- 22.14 All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office.
- 22.15 All costs associated with demobilizing and remobilizing the field office and Contractor's workforce, including subcontractor workforces, as a result of a suspension of the Work by Owner.
- 22.16 Reproduction costs, photographs, cost of telegrams, facsimile transmissions, long distance telephone calls, data processing services, postage, express delivery charges, telephone service at the Worksite and reasonable petty cash expenses at the field office.
- 22.17 All water, power and fuel costs necessary for the Work.
- 22.18 Cost of removal of all non-hazardous substances, debris and waste materials.
- 22.19 Costs incurred due to an emergency affecting the safety of persons and/or property.
- 22.20 Legal, mediation and arbitration fees and costs, other than those arising from disputes between Owner and Contractor, reasonably and properly resulting from Contractor's performance of the Work.
- 22.21 Additional costs resulting from Laws, ordinances, rules, regulations and taxes enacted after the date of this Agreement.
- 22.22 All costs directly incurred in the performance of the Work or in connection with the Project, and not included in Contractor's Fee as set forth in Paragraph 2, which are reasonably inferable from the Contract Documents as necessary to produce the intended results.
- 22.23 **DISCOUNTS** All discounts for prompt payment shall accrue to Owner to the extent such payments are made directly by Owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.
- 22.24 **FINANCIAL RECORDS** Contractor shall keep such full and detailed accounts as are necessary for proper financial management under this Agreement. Contractor shall maintain a complete set of all books and records prepared or used by Contractor with respect to the Project. Owner shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. Contractor shall preserve all such records for a period of five (5) years after the final payment or longer where required by law. Contractor agrees to use reasonable skill and judgment in the preparation of cost estimates, but does not warrant or guarantee them.

23 PAYMENT

23.1 PROGRESS PAYMENTS Contractor shall submit to Owner and, if directed, its Architect/Engineer a monthly application for payment no later than the 5TH day of the calendar month for the preceding thirty (30) days. The application for payment shall consist of the Cost of the Work performed up to the 25TH day of the month, including the cost of material suitably stored on the Worksite or at other locations approved by Owner, along with a proportionate share of Contractor's Fee. Approval of payment applications for such stored materials stored off-site shall be conditioned upon submission by Contractor of bills of sale and applicable insurance or such other procedures satisfactory to Owner to establish Owner's title to such materials, or otherwise to protect Owner's interest, including transportation to the Worksite. Prior to submission of the next application for payment, Contractor shall furnish to Owner a statement accounting for the disbursement of funds received under the previous application. The extent of such statement shall be as agreed upon between Owner and Contractor.

23.2 Each application for payment shall be accompanied by written waivers of the right to file a mechanic's lien and all other claims for the Contractor and Subcontractors and material suppliers at all tiers who have supplied labor or materials or both for which payment is requested, subject only receipt of payment. Upon receipt of such payments, Contractor shall also submit unconditional lien waivers of the liens for itself and all Subcontractors and material suppliers at all tiers with respect to work or materials or equipment for which payment has been previously made, and additional forms of waiver acknowledging receipt of final payment under the Contract, and providing final release of such liens. All lien waiver shall be in compliance with Civil Code Section 8132, et al.

In the event that a mechanic's lien is recorded on title to Owner's property unlawfully, Contractor shall defend, and indemnify Owner against any such claim, and at Owner's request Contractor shall immediately secure a mechanic's lien release bond. Failure of Contractor to do so shall authorize Owner to obtain such a release bond and withhold payment to Contractor for any and all fees and costs associated with obtaining and maintaining such a release bond.

23.3 Within ten (10) days after receipt of each monthly application for payment, Owner shall give written notice to Contractor of Owner's acceptance or rejection, in whole or in part, of such application for payment. Within thirty (30) days after accepting such application, Owner shall pay directly to Contractor the appropriate amount for which application for payment is made, less amounts previously paid by Owner. If such application is rejected in whole or in part, Owner shall indicate the reasons for its rejection. If Owner and Contractor cannot agree on a revised amount, then, within thirty (30) days after its initial rejection in part of such application, Owner shall pay directly to Contractor the appropriate amount for those items not rejected by Owner, for which application for payment is made, less amounts previously paid by Owner. Those items rejected by Owner shall be due and payable when the reasons for the rejection have been removed.

23.4 Payments Not Constituting Approval. The making of progress payments under this contract by owner shall not be interpreted to imply that owner has inspected or approved contractor's work.

23.5 ADJUSTMENT OF CONTRACTOR'S PAYMENT APPLICATION Owner may adjust or reject a payment application or nullify a previously approved payment application, in

whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Contractor is responsible therefor under this Agreement:

1. Contractor's repeated failure to perform the Work as required by the Contract Documents;
2. Loss or damage for which Owner may be liable arising out of or relating to this Agreement and caused by Contractor to Owner or others retained by Owner;
3. Contractor's failure to properly pay subcontractors and material suppliers following receipt of such payment from Owner.

Owner shall give written notice to Contractor at the time of disapproving or nullifying an application for payment of the specific reasons therefor. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

23.6 **PAYMENT DELAY** If for any reason not the fault of Contractor, Contractor does not receive a progress payment from Owner within seven (7) days after the time such payment is due, Contractor, upon giving seven (7) days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Contractor has been received.

23.7 **SUBSTANTIAL COMPLETION** When Substantial Completion of the Work or a designated portion thereof is achieved, Contractor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Owner and Contractor for interim items such as security, maintenance, utilities, insurance and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to Owner for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

23.8 **FINAL COMPLETION** When final completion has been achieved, Contractor shall prepare for Owner's acceptance a final application for payment stating that to the best of Contractor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents and all required approvals have been obtained by the City of Watsonville as well as any other governing bodies requiring approvals.

Final payment shall be made to Contractor within twenty (20) days after Contractor has submitted a complete and accurate application for final payment and the following submissions:

1. an affidavit declaring any indebtedness connected with the Work, e.g. payrolls or invoices for materials or equipment, to have been paid, satisfied or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
2. as-built drawings, manuals, copies of warranties and all other close-out documents required by the Contract Documents;

3. release of any liens, conditioned on final payment being received;
4. consent of any surety, if applicable; and
5. a report of any accidents or injuries experienced by Contractor or its Subcontractors at the Worksite.

23.9 Claims not reserved in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work and latent defects.

23.10 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the prime rate prevailing at the place of the Project.

24 INDEMNITY

24.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold Owner, Owner's officers, directors, members, consultants, agents and employees and Architect/Engineer harmless from all claims for bodily injury and property damage., that may arise from the performance of the Work to the extent of the negligence attributed to such acts or omissions by Contractor, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. Contractor shall not be required to defend, indemnify or hold harmless Owner, Architect/Engineer or others retained by Owner for any acts, omissions or the negligence of Owner, Architect/Engineer or others retained by Owner.

24.2 To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor, its officers, directors or members, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable from all claims for bodily injury and property damage that may arise from the performance of work by by Owner, Architect/Engineer or others retained by Owner, to the extent of the negligence attributed to such acts or omissions by Owner, Architect/Engineer or others retained by Owner.

25 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Owner and Contractor agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. Owner agrees to waive damages including but not limited to Owner's loss of use of the Project, any rental expenses incurred, loss of income, profit or financing related to the Project, as well as the loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, or loss of reputation. Contractor agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, loss of profits not related to this Project, loss of bonding capacity or loss of reputation. This Article shall not be construed to preclude contractual provisions for liquidated damages when such provisions relate to direct damages only. The provisions of this Article shall also apply to the termination of this Agreement and shall survive such termination. Liquidated damages provisions are set forth in **Exhibit E**.

26 NOTICE TO CURE AND TERMINATION

26.1 NOTICE TO CURE A DEFAULT If Contractor persistently refuses or fails to supply enough properly skilled workers, proper materials, and/or equipment, or fails to make prompt

payment to its workers, Subcontractors or Material Suppliers, disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Contractor may be deemed in default. If Contractor fails within seven (7) working days after written notification to commence and continue satisfactory correction of such default with diligence and promptness, then Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Contractor who shall be liable for such payments including reasonable overhead, profit and attorneys' fees.

26.2 **TERMINATION BY OWNER** If, within seven (7) days of receipt of a notice to cure pursuant to Paragraph 14.1, Contractor fails to commence and satisfactorily continue correction of the default set forth in the notice to cure, Owner may notify Contractor that it intends to terminate this Agreement for default absent appropriate corrective action within fourteen (14) additional days. After the expiration of the additional fourteen (14) day period, Owner may terminate this Agreement by written notice absent appropriate corrective action. Termination for default is in addition to any other remedies available to Owner under Paragraph 14.1.

26.3 **TERMINATION BY CONTRACTOR** Upon seven (7) days' written notice to Owner, Contractor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Contractor for any of the following reasons:

1. under court order or order of other governmental authorities having jurisdiction;
2. as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Contractor, materials are not available; or

26.4 In addition, upon seven (7) days' written notice to Owner, Contractor may terminate the Agreement if Owner:

1. fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with Paragraph 8.1, or
2. assigns this Agreement over Contractor's reasonable objection, or
3. fails to pay Contractor in accordance with this Agreement and Contractor has complied with the notice provisions of Paragraph 11.4, or
4. otherwise materially breaches this Agreement.

26.5 Upon termination by Contractor pursuant to this Agreement, Contractor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

26.6 **OBLIGATIONS ARISING BEFORE TERMINATION** Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred or obligations arising before the termination date.

27 DISPUTE RESOLUTION

WORK CONTINUANCE AND PAYMENT Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute resolution proceedings. If Contractor continues to perform,

Owner shall continue to make payments in accordance with the Agreement.

28 ASSIGNMENT Neither Owner nor Contractor shall assign its interest in this Agreement without the written consent of the other except as to the assignment of proceeds. The terms and conditions of this Agreement shall be binding upon both parties, their partners, successors, assigns and legal representatives. Neither party to this Agreement shall assign the Agreement as a whole without written consent of the other.

29 GOVERNING LAW This Agreement shall be governed by the law in effect at the location of the Project.

30 JOINT DRAFTING The parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms prior to execution. This Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

OWNER:

Community Bridges
 Signed by: _____
 BY: _____
 PRINT NAME: Ray Cancino
 PRINT TITLE: Chief Executive Officer

Ausonio Inc
 Signed by: _____
 BY: _____
 PRINT NAME: Sam Philips
 PRINT TITLE: VP of Operations

EXHIBIT A – The Project/The Work

The Parties understand and agree that Ausonio shall take on the role as General Contractor for the Project located at 545 Ohlone Parkway, Watsonville California which is described below (“the Project”):

The Project

The Project entails installation, construction and execution of a as designed repaving, electrical upgrade and EV Canopy for Lift Line paratransit program of Community Bridges (“the Project”)

The Work

Ausonio will perform all acts set forth in the contract in its role as General Contractor. Certain subcontractors and design professionals have already performed work and provided services in connection with the Project, such work that has been completed and paid for by the owner shall not be subject to Ausonio “fee”. As part of its contractual obligations as general contractor, Ausonio hereby takes on these subcontractors as its subcontractors and will be responsible for oversight of all of those subcontractors’ work. Those subcontractors include the following as well as any others who may be added through valid and signed written change orders:

1. Triad Electric Inc.
2. Day One Solar Inc.
3. Gil’s Plumbing
4. Diamond Concrete
5. K&D Landscaping
6. Centinela General Engineering, Inc

EXHIBIT "B"
CONTRACT DOCUMENTS

Hogan Land Services Civil revision 5 plans dated 04/10/2024, 10 pages.

- C1 Title Sheet
- C2 General Notes
- C3 Details 1 of 2
- C4 Details 2 of 2
- C5 Existing Conditions and Demolition
- C6 Site Plan
- C7 Grading and Drainage Plan 1 of 2
- C8 Grading and Drainage Plan 2 of 2
- C9 Profiles
- C10 Erosion Control Plan

Ellen Cooper Landscape Architect Landscape plans dated 05/15/2024, 8 pages.

- L1 Title Sheet
- L2 Planting Plan & Plant Legend
- L3 Irrigation Plan and Plan Legend
- L4 Irrigation Schedules
- L5 Planting & Irrigation and Details
- L6 Irrigation Specifications
- L7 Hydrozone Plan
- L8 Hydrozone Plan

Greentech Renewables Photovoltaic System plan revision B dated 06/11/2024, 10 pages.

- T001 Cover Page
- G-001 Notes
- A-101 Site Plan
- A-102 Electrical Plan
- A-601 Typical Stringing Plan
- A601.1 Typical Stringing Plan
- E-602 Electrical Calculations
- E-603 Warning Labels
- E-604 Placard
- R-001 Resource Document

Design Review & Conditions of Approval from the City of Watsonville dated 08/30/2024, 24 pages.

EXHIBIT C - Contractor's and Subcontractor's Insurance

Contractor and its subcontractors of every tier shall provide Owner with the following insurance and with Certificates of Insurance and Endorsements issued by insurance companies authorized to do business in this state:

(a) **Liability Insurance.** Commercial general liability insurance, written on a form at least as broad as ISO Form CG 00 01, including coverage for completed operations, liability assumed by contract, underground hazard, collapse hazard, and explosion. The policy limits shall be at least \$2,000,000 for each occurrence and in the aggregate for bodily injury and \$2,000,000 for each occurrence and in the aggregate for property damage. The Certificates of Insurance shall designate Owner as an additional insured and shall state that the insurance is primary and noncontributory. If Contractor or Subcontractors maintain higher policy limits of broader coverage than specified in this section, or both, the insurer must make available the higher limits and broader coverage to the additional insureds. Any additional insured shall have the right, but not the obligation to pay any deductible, self-insured retention, premium or other charge due under the policy. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by the Contract Documents, Contractor and its Subcontractor shall provide the same notice of cancellation and non-renewal to Owner that is required by such policies to be provided to the First Named Insured under such policies. Each policy shall be endorsed to designate Owner as an additional insured and to provide that the insurance afforded to Owner is primary and noncontributory. The certificates and endorsements shall be delivered to Owner before Contractor or any subcontractor begins work on the project.

(b) **Automobile Liability.** Automobile Liability in comprehensive form, including insurance for owned, non-owned, and hired automobiles, trucks, and other licensed motor vehicles used by Contractor in connection with the work. The policy limits will be at least \$1 million for bodily injury and \$1 million for property damage. The Certificates of Insurance shall provide that the insurance may not be canceled or modified without 30 days' prior written notice to Owner.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be in statutory form with limits in accordance with the laws of the State of California. The Certificates of Insurance shall provide that the insurance may not be canceled without 30 days' prior written notice to Owner.

(d) **Waivers of Subrogation.** Contractor, its Subcontractors, and their insurance carriers waive all rights of subrogation they may have against the additional insureds by virtue of payment of any loss under such insurance. Copies of general liability and worker's compensation subrogation waivers shall be provided by Contractor along with the certificates of insurance and endorsements; however, this provision applies regardless of whether or not separate endorsements are issued by the insurance carriers.

Owner shall carry Builders Risk Insurance prior to Contractor mobilizing onsite. Contractor shall be listed as additional insured. At the request of the Owner, Contractor can supply the Builders Risk insurance listing Owner as additional insured and apply the costs to the job to be fully paid in the first progress payment.

EXHIBIT D

Hourly Rates

Fee Schedule

7/1/2024 thru 6/30/25

<u>Office Personnel Rates:</u>	<u>Per Hour</u>
Principal	\$ 195.00
Executive Sr PM	\$ 175.00
Accounting Manager	\$ 150.00
Senior Project Manager	\$ 150.00
Project Manager	\$ 145.00
Project Engineer	\$ 110.00
Accountant	\$ 110.00
Administrative Assistant	\$ 65.00

Field Personnel Rates: Standard Rates

General Superintendent	\$ 145.00
Superintendents	\$ 138.00
Carpenters	\$ 125.00
Laborers	\$ 57.00
Laborers - Prevailing Wage	\$ 80.00

Reimbursable Expenses:

Printing & Plotting

Plotting	Cost Plus 10%
Blue Printing	Cost Plus 10%
Photocopying	Cost Plus 10%

Overnight Mailing

Cost Plus 10%

Other Charges:

Consultants	Cost Plus 10%
Engineers	Cost Plus 10%
Subcontractors	Cost Plus 10%

NOTE: All rates shown above are regular rates; If work is required during off hours, the appropriate overtime rate will be charged accordingly.

EXHIBIT E – LIQUIDATED DAMAGES

The Parties understand and agree that time is of the essence for performance of their respective obligations. Contractor shall achieve final completion of the Contract, including all work performed by subcontractors by November 30, 2024 (“the Final Completion Date”). The project will be considered to have reached Final Completion when final approval by the City of Watsonville has been received and all elements of the Project can be used for their intended purpose.

The Parties agree that (a) Owner will be damaged if Contractor does not achieve final completion of the entire project on or before the Final Completion Date established above; (b) such damages, if any: will be extremely difficult or impractical to determine; and (c) the amount set forth in this Contract for liquidated damages is a reasonable approximation of the damages that Owner would sustain if Final Completion is delayed. It is further understood and agreed that the liquidated damages set forth in this section are not a penalty, and are agreed to in order to avoid costly and lengthy litigation which would otherwise be required.

Liquidated Damages:

For each calendar day after the Final Completion Date that the project is not complete, Contractor shall pay to Owner liquidated damages in the amount of \$100.00 a day.

At its option, Owner may deduct the amount of liquidated damages that is due Owner from Contractor's invoices. Alternatively, Contractor shall separately pay such amount to Owner directly.

It is further mutually understood and agreed that Owner’s recovery of liquidated damages is intended to compensate Owner solely for Contractor’s failure to achieve final completion by the Final Completion Date and shall not release Contractor from liability from any other breach of this Contract, including any failure of the work to conform to the requirements and standards of this Contract.

COMMUNITY
BRIDGES

DocuSigned by:



9E F0821319/2493...

Owner's
Acceptance of
Liquidated
Damages

AUSONIO
INCOPRORATED

Signed by:



9E F0821319/2493...

Contractor's
Acceptance of
Liquidated Damages

EXHIBIT "F"

ALTERNATIVE DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement or breach of this Agreement initially shall be mediated under the auspices of ADR Services. The Parties may alternatively agree in writing to using other mediation or arbitration providers.

The parties agree first to try in good faith to settle any dispute by mediation with a mutually agreed upon local mediator before resorting to arbitration, litigation or other dispute-resolution procedure. Either party may make a formal demand for mediation by serving written notice on the other party in accordance with the terms of this Agreement. Upon receipt of a demand for mediation, the party receiving the demand must cooperate with the demanding party in good faith to schedule a mediation within thirty (30) days or other period agreed upon by the parties in writing. Notwithstanding this limitation, both parties may immediately seek injunctive relief as necessary to prevent irreparable harm, and Contractor may file suit to preserve or protect any valid lien rights without first resort to mediation or arbitration. However, such actions shall be stayed pending completion of mediation. Mediation fees and costs shall be shared equally between all parties to mediation.

If the parties fail to schedule mediation within the applicable period following receipt of a demand for mediation, or if mediation fails to resolve the dispute, the party that demanded mediation may proceed to initiate arbitration by making a written demand on the other party.

Attorney Fees. If either party becomes involved in arbitration or litigation arising from this contract or the performance of it, the court or tribunal in such arbitration or litigation or in a separate suit shall award reasonable costs and expenses of arbitration and litigation, including expert witness fees and attorney fees, to the prevailing party or parties.

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration conducted in the County of Santa Cruz before a single neutral arbitrator. Any disputes must be referred to arbitration within the statute of limitations that applies to the dispute. Disputes not referred to arbitration within the statute of limitations will be deemed waived.

Any controversy or claim arising out of or relating to this Agreement or breach of this Agreement initially shall be mediated by ADR Services, Inc. under the rules of the American Arbitration Association's Construction Industry Rules and upon failure of resolution shall be submitted to binding arbitration in accordance with the Federal Arbitration Act ("FAA").

In addition, by mutual agreement, Contractor and Owner may choose an arbitrator and select the rules under which the arbitration shall proceed except as those rules may be modified by this paragraph. If the parties cannot agree on an arbitrator, the party seeking to initiate arbitration must request the appointment of an arbitrator by filing a petition pursuant to Civil Code § 1281.6. The sole venue for the filing of such a petition shall be the Superior Court of California, County of Santa Cruz. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

The arbitrator shall have had previous construction industry experience particularly in the area of

construction law and associated remedies with respect to construction agreements.

This Agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California, exclusive of conflict or choice of law rules. The demand to arbitrate shall be sufficient to initiate the arbitration without the necessity of a court order. Each party initially shall advance its proportionate share of the fees and costs of the arbitration, subject to the Arbitrator(s) ability to allocate those costs and fees in a manner consistent with the award. The Arbitrator shall render an award in accordance with California law and any award not rendered in accordance with California law shall be in excess of arbitrator's authority. Owner and all of its trade contractors, subcontractors and material suppliers shall be bound to appear and participate in any arbitration proceedings initiated under this clause, and in the event of their failure to do so, the arbitrator is authorized to make his/her award on what evidence is produced, without regard to the appearance of the party against whom the arbitration was initiated, and the award shall be binding on Owner, trade contractors, subcontractors and material suppliers. In no case shall submission of a matter to arbitration be a cause for delay or discontinuance of any part of the work.

Unless the parties otherwise agree, the discovery provisions of Code of Civil Procedure §§ 1280 - 1294.2 shall apply, along with the discovery provisions for civil disputes in general, if not specifically mentioned therein. The Arbitrator shall allow sufficient time for such discovery to take place, not to exceed one hundred and twenty (120) days. In order to conduct limited and efficient discovery any party making an affirmative claim against the other party, within five (5) days of the appointment of the arbitrator, must submit a Statement of Claim, which sets forth, for each claim:

- (a) The basis for the claim;
- (b) The amount of the claim;
- (c) All witnesses to the underlying facts; and
- (d) All supporting documents. Except for rebuttal documents, no further documents will be permitted to be produced in support of a claim if the same are not furnished at the inception of the proceedings.

Prior to rendering a final award, the Arbitrator shall issue a tentative and correctable decision. After the rendering of the decision, from the date of mailing, the parties will have fifteen (15) days within which to identify issues, which were submitted for decision, but that the Arbitrator failed to address in his or her decision. If an issue of fact was submitted for decision and addressed then the decision on that issue shall be final and binding. Correction is permissible only for issues of law or issues of fact submitted and not addressed in the Arbitrator's award. There shall be no re-litigation or correction of any issue of fact submitted and ruled upon by the Arbitrator. Previous findings of fact shall not be corrected, unless a ruling on an issue that was not addressed by the Arbitrator requires the correction. Upon receipt of the parties' positions the Arbitrator shall determine whether the issued was addressed and whether to correct the award. Once determined the arbitrator shall issue a final award.


Except for an issue of law, the final award rendered by the Arbitrator shall be final, binding and non-appealable. The prevailing party may enforce the same by having the award entered as a judgment in any court having jurisdiction thereof. If it is necessary to enter and enforce the award, the prevailing party shall be entitled to its reasonable attorney fees and costs incurred, as a further cost of suit.

With regard to any issue of law, upon entry of the Judgment, the same may be appealed within

fifteen (15) days from date of entry. Failure to appeal within this time limit renders the judgment final and non-appealable. Upon appeal, the Arbitrator(s) findings of fact will be conclusive, and any award will be deemed conclusive, unless reversed or modified by a determination of the appropriate court that the Arbitrator committed an error of law.

NOTICE: (BUSINESS AND PROFESSIONS CODE § 7191). BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAWS. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THIS AGREEMENT AS PROVIDED ABOVE TO NEUTRAL ARBITRATION

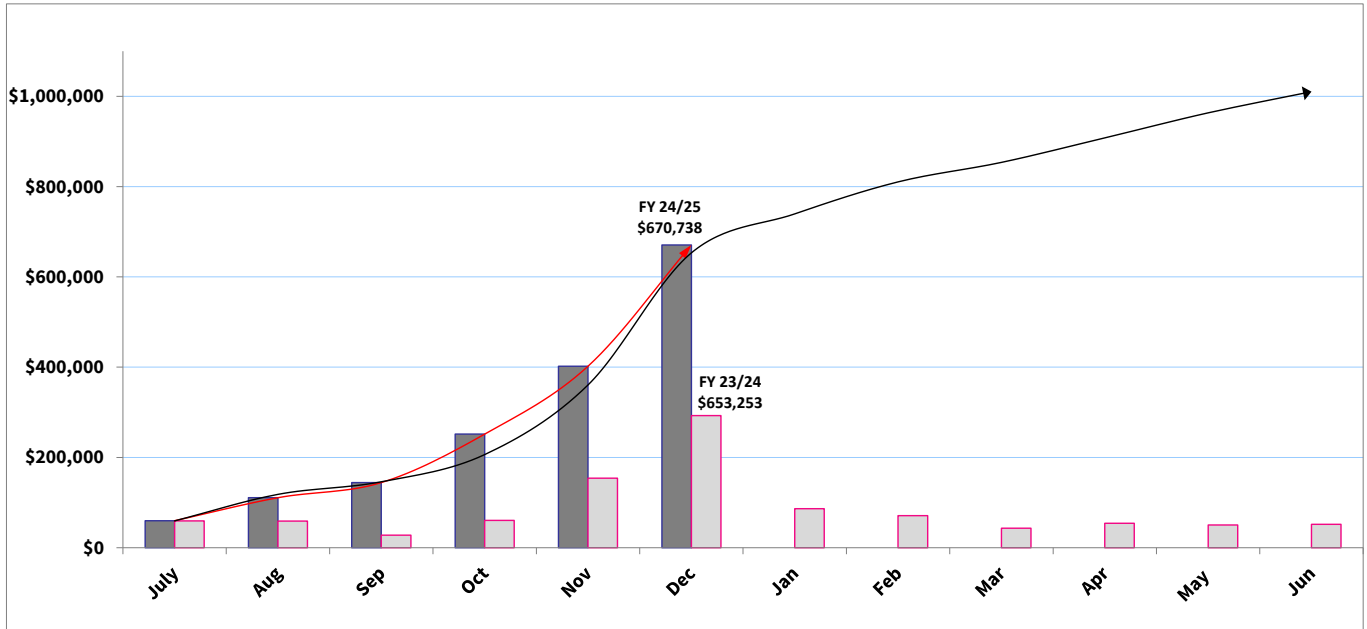
I AGREE TO ARBITRATE _____ ^{DS}
 INITIALS OF OWNER

I AGREE TO ARBITRATE _____ ^{Initial}
 INITIALS OF CONTRACTOR

**Development Progress Report
Fiscal Year 2024-25
December 31, 2024**

Donation Revenue (Excluding Grants & Disaster Funds)

Total	Fiscal Year	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
	Current Year 24/25		\$59,860	\$50,976	\$33,500	\$107,340	\$150,501	\$268,561						
Previous Year 23/24		\$59,425	\$58,835	\$27,788	\$60,344	\$154,259	\$292,602	\$86,326	\$70,944	\$43,146	\$54,309	\$50,402	\$52,011	\$1,010,391
Year over year difference: 12/31/23 to 12/31/24						\$17,485	1.7%	change						



A. Cumulative YTD Donations

- 24/25 Donations YTD \$670,738 69% Portion of goal met
- 23/24 Donations YTD \$653,253 21% Portion of goal met
- 24/25 Donation Goal \$970,150 50% Portion of year lapsed
- 23/24 Donations Final \$1,010,391 2% Change over prior year

Fundraising Campaign Report Through December 31, 2024

Donations to Programs	24/25 Goal	24/25 Actual	% Goal Met	23/24 YTD	\$ chg	% chg
CB General Funds	\$372,500	\$303,029	81%	\$248,350	\$54,679	22%
Child and Adult Care Food Program	\$6,250	\$4,942	79%	\$4,920	\$22	0%
Early Education Division	\$6,000	\$3,683	61%	\$3,564	\$119	3%
Women, Infants & Children	\$3,600	\$12,736	354%	\$6,785	\$5,952	88%
Elderday	\$8,500	\$14,489	170%	\$21,649	(\$7,160)	-33%
Lift Line	\$12,800	\$16,428	128%	\$5,350	\$11,078	207%
Meals on Wheels	\$500,000	\$275,489	55%	\$272,910	\$2,580	1%
La Manzana Community Resources	\$9,200	\$4,881	53%	\$45,286	(\$40,405)	-89%
Live Oak Community Resources	\$8,100	\$1,212	15%	\$2,865	(\$1,653)	-58%
Mountain Community Resources	\$38,200	\$29,796	78%	\$38,048	(\$8,252)	-22%
Nueva Vista Community Resources	\$5,000	\$4,052	81%	\$3,525	\$527	15%
Total Program Revenue	\$970,150	\$670,738	69%	\$653,253	\$17,485	1.7%

Fundraising Appeals & Campaigns		24/25 Goal	24/25 YTD	% Goal Met	23/24 YTD	\$ chg	% chg
CB Annual Report	May/June	\$7,500	\$17,642	235%	unk		
CB Calendar	Nov/Dec	\$25,800	\$15,007	58%	tbd		
CB Fall Mailer	Sept/Oct	\$10,000	\$26,455	265%	\$13,717	\$12,738	93%
CB Farm to Fork Gala	July/Aug	\$65,500	\$61,235	93%	\$47,938	\$13,297	28%
General Donations	Ongoing	\$228,900	\$188,908	83%	\$203,357	(\$14,449)	-7%
Giving Tuesday	Nov/Dec	\$22,950	\$32,316	141%	\$37,109	(\$4,793)	-13%
LL Van Sponsorships	Ongoing	\$8,000	\$11,750	147%	\$0	\$11,750	100%
Major Gifts \$5,000+	Ongoing	\$218,500	\$110,000	50%	\$132,149	(\$22,149)	-17%
Monthly	Ongoing	\$25,000	\$8,543	34%	\$21,163	(\$12,620)	-60%
MCR Mountain Affair	Oct/Nov	\$20,000	\$19,437	97%	\$15,890	\$3,547	22%
MOW Client Contributions	Ongoing	\$8,000	\$6,449	81%	unk		
MOW Fall Mailer	Nov/Dec	\$160,000	\$152,162	95%	\$154,080	(\$1,918)	-1%
MOW Spring Mailer	Apr/May	\$60,000	tbd		tbd		
MOW Food from the Heart	Jan/Feb	\$70,000	\$7,146	10%	tbd		
Outside Fundraisers	Ongoing	\$15,000	\$6,657	44%	\$16,058	(\$9,401)	-59%
Payroll Contributions	Ongoing	\$25,000	\$7,033	28%	\$11,794	(\$4,761)	-40%
Santa Cruz Gives	Nov/Dec	n/a	\$10,496		\$11,740	(\$1,244)	-11%
Total Campaign Revenue		\$970,150	\$670,738	69%	\$653,253	\$17,485	1.7%

**COMMUNITY BRIDGES
Program Budget Summary
November 30, 2024**

Projections for Year Ending 6-30-2025

A	B	C	D	E	F	G	H	I	J	K	L
PROGRAM NAME:	6/30/24 Unaudited Balance	Annual 24/25 Approved Budget	Current Projected Expenses	Current Projected Revenues	As Yet Unsecured Revenues	(E-D) Net 2024-2025 Gain/Loss	(B+G) Cumulative Gain/Loss	Goal 25% Reserve %	Change from Prior Mo	% Change	14.53% Gen'l & Adm Exp
WIC (CB FY)	363,948	3,008,693	3,263,144	3,456,425	214,937	193,281	557,229	17.1%	434	0.0%	475,382
Early Education Division	312,840	5,110,055	4,591,144	4,502,402	1,500,000	(88,742)	224,098	4.9%	(22,470)	-0.5%	569,142
Elderday	(590,283)	3,078,476	3,212,766	2,983,299	1,200,000	(229,467)	(819,750)	-25.5%	(132,833)	-4.1%	443,246
Meals on Wheels	1,609,289	2,728,196	2,746,571	2,561,557	500,000	(185,014)	1,424,275	53.8%	(60,717)	-2.2%	394,714
Lift Line	(104,165)	3,986,695	4,306,298	4,298,642	250,000	(7,656)	(111,821)	-2.8%	(22,059)	-0.5%	446,282
La Manzana Comnty Res	465,201	3,567,910	2,620,314	2,414,614	250,000	(205,700)	259,501	10.0%	(182,919)	-7.0%	215,038
Mountain Comnty Res	462,953	815,446	794,237	774,305	250,000	(19,932)	443,021	56.5%	49,237	6.2%	104,528
Nueva Vista Comnty Res	319,690	594,067	632,269	608,779	200,000	(23,490)	296,200	47.2%	9,517	1.5%	85,532
Live Oak Comnty Res	198,386	598,835	617,863	596,696	200,000	(21,167)	177,219	28.7%	(20,487)	-3.3%	89,750
FRC ECM			472,222	586,540		114,318	114,318	24.2%	(88,234)	-18.7%	68,813
CACFP	92,019	4,023,600	4,044,077	4,046,642	360,000	2,565	94,584	9.9%	3,102	0.1%	80,234
Administration	248,014	2,943,103	2,909,066	3,046,260	150,000	137,194	385,208	13.2%	38,210	1.3%	
Philanthropy	396,070	492,482	505,050	522,482	337,266	17,432	413,502	81.9%	52,000	10.3%	73,599
TOTAL PROGRAMS	3,773,962	30,947,558	30,715,021	30,398,643	5,412,203	(316,378)	3,457,584	12.96%	(377,219)	-1.2%	3,046,260
LOCR-Capital Campaign	494,191		26,500	(4,375)	0	(30,875)	463,316	NA	(13,876)		0
CBHQ FY 23/24 Activity		-	122,768	119,843	0	(2,925)	(2,925)	NA	(5,277)		0
Fixed Assets & Gen'l Agy	9,105,589	-	1,780	34,966	0	33,186	9,138,775	NA	(12,188)		0
TOTAL AGENCY	13,373,742	30,947,558	30,866,069	30,549,077	5,412,203	(316,992)	13,056,750	12.96%	(408,560)	-1.3%	3,046,260

Fixed Asset purchases and Pass-Thru expenses exempt from Indirect; Revenues and Expenses include all pass-through
*667K of Prior Year Funds were in approved BOD budget for programs: 265K ELD, 402K MOW

**Program Budget Summary
November 30, 2024**

PROGRAM NAME:

WIC	-15K personnel, -5K other exp., -20K Proj Rev (Picky eating grant)
Early Education Division	Projected losses are from HP private pay site, Cal Fire Rev set equal to exp. CSPP is break even
Elderday	Nov ADA 69.47, YTD ADA 67.91, decrease in proj. CCAH rev (lower ADA proj), +35K personnel
Meals on Wheels	+40K Lautman Prof Services exp., +25K personnel, +22K AAA funding
Lift Line	Slight increase in personnel (one time CDL bonuses), and longevity bonuses
La Manzana CR	-25K CYBHI, -30K First 5, -10K probation, reduction in Monterey County -1M
MCR	+11K Personnel, -25K CalCRG, -25K CYBHI
Nueva Vista CR	-16K personnel, -25K CalCRG, -17K CYBHI
Live Oak CR	-25K CalCRG, -40K CYBHI
FRC ECM	+20K personnel, +10K minor equip
CACFP	Oct 2024 DCH count 423. (-5) Minor personnel changes: +limited term EE, 1 EE on LOA
Administration	Increase in Indirect from programs, +100K compare to BO approved budget
Philanthropy	Increase in projected donations. Strong Dec donations, 300K through 12/31 versus 250K last year
LOCR-Cap Campaign	Actual YTD less proj FY 24/25 expenses, 12/31/2024 \$497,097
CBHQ	Actual Revenue/Expense through 11/30/2024
FAs & Agy Unrestr.	Actual YTD less projected FY 24/25 expenses, Endowment Balance 12/31/2024 \$829,400
Total Agency	Total Programs -316K, BOD aproved budget -667K