

**AGREEMENT NO. \_\_\_\_\_**

**CONTRIBUTION AGREEMENT**

**THIS AGREEMENT** is made and entered into on \_\_\_\_\_, by and between the **CITY OF BAKERSFIELD**, a municipal corporation ("CITY" herein), and the **GREATER BAKERSFIELD CHAMBER OF COMMERCE**, a non-profit corporation ("RECIPIENT" herein).

**RECITALS**

**WHEREAS**, Bakersfield is one of the fastest growing cities in the nation, and is now the ninth largest city in California; and

**WHEREAS**, despite the growth and diversification of Bakersfield's economy, it struggles with a disproportionate share of poverty; and

**WHEREAS**, regional collaborative efforts to improve community and economic development, educational attainment, healthcare access, and social service delivery are in progress, but are often disconnected; and

**WHEREAS**, the Greater Bakersfield Chamber of Commerce, with other community partners, established the Better Bakersfield & Boundless Kern Initiative (B3K) in response to increasing market, regulatory, and equity challenges; and

**WHEREAS**, the B3K seeks to harness the collaborative work taking place in our community and engage a broad spectrum of community partners to develop an inclusive regional community and economic development strategy that champions educational opportunity and builds connections among diverse communities; and

**WHEREAS**, the budget for the planning phase of this initiative is \$871,175 with the goal of obtaining \$170,000 from philanthropic donations, \$68,000 from the Greater Bakersfield Chamber, \$450,000 from the State of California, \$100,000 from the County of Kern, and \$83,175 from the City of Bakersfield; and

**WHEREAS**, it is the intent of the City Council to devote funds to the Greater Bakersfield Chamber of Commerce to support the B3K; and

**WHEREAS**, B3K would become affiliated with The Brookings Institute, supported by an Advisory Team that taps the capacity of Brookings researchers, alumni, and peer practitioner networks; and

**WHEREAS**, B3K will work in collaboration with the City and its consultant in the development of the City's Market Analysis and Economic Development

Strategy with focused goals and objectives, including suggested activities, projects and programs to be implemented by the City and its new Economic and Community Development Division; and

**WHEREAS**, both the regional B3K and Bakersfield focused efforts will share opportunities for collaboration to ensure alignment to avoid duplicative activities and to design complementary processes from the outset that will enable the development of inclusive and equitable strategies to reinforce and reimagine Bakersfield's economy.

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

1. **CONTRIBUTION.** CITY shall make a single contribution to RECIPIENT of EIGHTY-THREE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$83,175) to be used for the planning and related community outreach in development of the B3K community strategy.

2. **USE OF CONTRIBUTION.** The RECIPIENT shall use CONTRIBUTION solely for planning and related community outreach in development of the B3K community strategy.

3. **REPORTING DUTIES OF RECIPIENT.** The Greater Bakersfield Chamber of Commerce or their designee shall present the following to the CITY:

3.1 A Progress Report in person at a regularly scheduled meeting of the City Council within 6 months of planning effort kick-off or no later than February 28, 2021. The Initial Report shall include progress to date on planning activities and community outreach.

3.2 A Final Report in person at a regularly scheduled meeting of the City Council before June 2021. The Final Report shall include detailed outline planning process, final community strategy and next steps for implementation.

4. **FUTURE CONTRIBUTIONS.** Requests from the RECIPIENT for future contributions, if needed, shall be made as a part of the Final Report before June 2021, with the requested future CONTRIBUTION to be included in the CITY's FY 21/22 Budget, effective July 1, 2021.

5. **NO WAIVER OF DEFAULT.** The failure of any party to enforce against another party any provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Agreement.

6. **MERGER AND MODIFICATION.** This contract sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This contract may be modified only in writing and signed by all the parties. If any modification of this Agreement results in total compensation which exceeds EIGHTY-THREE THOUSAND ONE HUNDRED SEVENTY-FIVE DOLLARS (\$83,175), such modification must be approved by the City Council.

7. **COMPLIANCE WITH ALL LAWS.** RECIPIENT shall, at RECIPIENT's sole cost, comply with all of the requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and shall faithfully observe in all activities relating to or growing out of this Agreement all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02) where required.

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

9. **EQUIPMENT.** RECIPIENT and will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.

10. **HOLD HARMLESS.** No Party, nor any officer or employee of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party under or in connection with this Agreement.

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

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

**CITY:                   CITY OF BAKERSFIELD  
CITY HALL  
1600 Truxtun Avenue  
Bakersfield, California 93301**

**RECIPIENT:                    GREATER BAKERSFIELD CHAMBER OF COMMERCE**  
**1725 Eye Street**  
**Bakersfield, CA 93301**

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

**14.    FURTHER ASSURANCES.**    Each party shall execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

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

**16.    BINDING EFFECT.**    The rights and obligations of this Agreement shall inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

**17.    COUNTERPARTS.**    This Agreement may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

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

**19.    TAX NUMBERS.**

RECIPIENT's Federal Tax ID Number 95-0521125

RECIPIENT is a corporation? Yes X No                     

(Please check one.)

**20. NON-INTEREST.** No officer or employee of the CITY shall hold any interest in this Agreement (California Government Code section 1090).

**21. RESOURCE ALLOCATION.** All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

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

"CITY"  
**CITY OF BAKERSFIELD**

"RECIPIENT"  
**GREATER BAKERSFIELD CHAMBER OF COMMERCE**

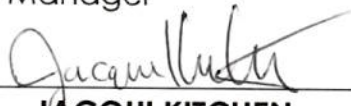
By: \_\_\_\_\_  
**KAREN GOH**  
Mayor

By:  \_\_\_\_\_  
**Nick Ortiz**  
President/CEO

APPROVED AS TO CONTENT:

**CHRISTIAN CLEGG**


City Manager

By:  \_\_\_\_\_  
**JACQUI KITCHEN**  
Assistant City Manager

APPROVED AS TO FORM:

**VIRGINIA GENNARO**

City Attorney

By:  \_\_\_\_\_  
**JOSHUA RUDNICK**  
Deputy City Attorney

Insurance: \_\_\_\_\_

COUNTERSIGNED:

By: \_\_\_\_\_  
**RANDY MCKEEGAN**  
Finance Director

VGK:pd/vlg