

AGREEMENT NO. _____

**SUBRECIPIENT AGREEMENT
FOR ENTREPRENEURSHIP & SMALL BUSINESS TECHNICAL ASSISTANCE SERVICES**

This **SUBRECIPIENT AGREEMENT** ("Agreement") is made and entered into on _____, by and between the **CITY OF BAKERSFIELD**, a California charter city and municipal corporation ("CITY" herein) and **CALIFORNIA STATE UNIVERSITY, BAKERSFIELD AUXILIARY FOR SPONSORED PROGRAMS ADMINISTRATION**, a California Non-profit and official auxiliary of California State University, Bakersfield (hereinafter "SUBRECIPIENT").

RECITALS

WHEREAS, on March 11, 2021, President Joseph R. Biden signed into law the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, ARPA established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (hereinafter "SLFRF") program; and

WHEREAS, the SLFRF program is intended to provide support to State, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and

WHEREAS, on May 10, 2021, the U.S. Department of the Treasury (hereinafter "TREASURY") issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (hereinafter "CFR"); and

WHEREAS, on January 27, 2022, TREASURY adopted the interim rule published on May 10, 2021, with amendments as the final rule to implement SLFRF; and

WHEREAS, under the final rule, recipients may use SLFRF to respond to the COVID-19 public health emergency or its negative economic impacts, including assistance to small businesses; and

WHEREAS, in response to a Notice of Funding Availability, SUBRECIPIENT submitted a proposal to CITY to provide SUBRECIPIENT services for an Entrepreneurship Ecosystem Technical Assistance and Grant Program (hereinafter

"PROGRAM") that will assist small businesses that have suffered negative economic impacts as a result of the COVID- 19 public health emergency; and

WHEREAS, CITY has determined that the PROGRAM is an eligible use of funds under ARPA and the final rule; and

WHEREAS, CITY desires to utilize SLFRF to support the PROGRAM; and

WHEREAS, CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government.

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

1. **NATIONAL OBJECTIVES.** SUBRECIPIENT certifies that the activities carried out with funds provided under this AGREEMENT will meet the Coronavirus State and Local Fiscal Recovery Fund program's objective to reimburse funding relief for purposes directly related to COVID-19 per 31 CFR Part 35.
2. **DEFINITIONS.** Except as modified by this "Agreement," any term defined in Title VI of the Social Security Act, or the ARPA Fund Regulations at 31 CFR 35, shall have the same meaning in this Agreement.
 - 2.1. "Program" means CITY's American Rescue Plan Act Program and its administration.
 - 2.2. "Activities" means services facilitated by SUBRECIPIENT as defined in 31 CFR 35.6 (b)(3)(i)(B).
3. **SCOPE OF WORK.** The CITY agrees to make grant funds available to SUBRECIPIENT for eligible expenditures and activities as described in the SUBRECIPIENT's scope of work and deliverables as stated in **Exhibit "A"** attached hereto and incorporated by reference herein.
 - 3.1 That portion of the scope of grant related to the types of activities eligible for use of ARPA funding shall specifically comply with the requirements set forth in 31 CFR Part 35 (b)(3)(i)(B).
4. **COMPENSATION.** Total compensation for all work, services, or products for implementation of the PROGRAM in its entirety called for under this Agreement shall not exceed **Ninety-Four Thousand Four Hundred Eleven Dollars (\$94,411)** and shall be paid as outlined below.

- 4.1. The compensation set forth in this section shall be the compensation for the services provided by SUBRECIPIENT, including all out-of-pocket cost incurred by the SUBRECIPIENT. CITY shall pay no fee other than the compensation listed in this section unless otherwise agreed to in writing by the CITY and SUBRECIPIENT.
- 4.2. SUBRECIPIENT shall be paid for services rendered after receipt of an itemized invoice for the work completed and approved by CITY in accordance with the terms of this Agreement. Payment by CITY to SUBRECIPIENT shall be made within thirty (30) days after receipt and approval by CITY of SUBRECIPIENT's itemized invoice.
- 4.3. Because SUBRECIPIENT is to be paid with SLFRF funds, SUBRECIPIENT shall comply with all federal laws and regulations which are applicable to this Agreement.
- 4.4. CITY shall not be obligated to disburse, or pay to, SUBRECIPIENT or any third party, any funds until and after CITY receives Grant funds from the federal government. If CITY does not receive such funds, this Grant Agreement is null and void. In addition, CITY is not obligated to disburse any monies to SUBRECIPIENT until and unless SUBRECIPIENT follows all the requirements for invoicing, including but not limited to providing required data and outcome reporting and information on milestones and deliverables met during the invoiced period under this Agreement.
- 4.5. **Method of Payment.** SUBRECIPIENT shall properly itemize and document claims for payment to show detailed milestones, deliverables, or services, actual salaries paid for which SUBRECIPIENT claims reimbursement, as well as describing to which of the Activities the payment is related and providing required data and outcome reports for the invoice period. SUBRECIPIENT shall also describe the basis for computation: cost per hour, cost per weight, cost per task, or other measurement as CITY may specify. CITY may review the claim for completeness and accuracy and may refuse to pay any claim until explained to CITY's satisfaction.
- 4.6. **Use of Funds.** All amounts requested and used by SUBRECIPIENT shall conform to the restrictions of 31 CFR 35.6 (b)(2)(i).
5. **TERM.** Unless terminated earlier as herein provided, this is a disbursement of Fiscal Recovery Funds to SUBRECIPIENT, and the terms of this Agreement shall begin upon execution of this Agreement by all parties and end upon

satisfaction of obligations set forth herein by SUBRECIPIENT, or October 31, 2026, whichever is sooner.

6. **TERMINATION.** Either party may terminate this Agreement after giving the other party written notice, as provided herein, ten days before the termination is effective.
7. **COMPLIANCE WITH ALL LAWS.** In addition to the terms stated herein, SUBRECIPIENT shall comply with the following Federal and State laws and regulations:
 - 7.1. **Federal.** SUBRECIPIENT shall obey the ARPA, any amendments, Federal regulations, and guidelines now or hereafter enacted pursuant to the ARPA, terms of the Agreement to CITY now or hereafter in effect, and CITY's regulations now or hereafter enacted to facilitate administration of the Agreement, or any other statute, regulation, or guideline applicable to the Program. SUBRECIPIENT shall become familiar with the appropriate statutes, regulations, and guidelines governing the program.
 - 7.2. **California.** SUBRECIPIENT shall comply with all provisions of California law applicable to this Agreement.
8. **INDEPENDENT CONTRACTOR.** SUBRECIPIENT understands and agrees that CITY is merely a pass-through entity for SLFRF Funding, and that SUBRECIPIENT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. CITY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance. This shall not be construed as forming a partnership or any other association with SUBRECIPIENT.
9. **INDEMNIFICATION.** Each Party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting there from) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act

or omission by the indemnifying party's or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorney's fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence or willful misconduct of the other party. This Section shall survive the termination or expiration of this Agreement.

10. **DIRECTION.** SUBRECIPIENT retains the right to control or direct the manner in which the services described herein are performed.
11. **EQUIPMENT.** SUBRECIPIENT will supply all equipment, tools, materials and supplies necessary to perform the services under this Agreement.
12. **STARTING WORK.** SUBRECIPIENT shall not begin work until authorized to do so in writing by CITY. No work will be authorized before the date first written above.
13. **KEY PERSONNEL.** SUBRECIPIENT shall name all key personnel to be assigned to perform the Scope of Work. All key personnel shall be properly licensed and have the experience to perform the work called for under this Agreement. SUBRECIPIENT shall provide background for each of the key personnel including, without limitation, resumes and work experience performing work similar to the Scope of Work. CITY reserves the right to approve key personnel. Once the key personnel are approved, SUBRECIPIENT shall not change such personnel without CITY's written approval.
14. **INCLUDED DOCUMENTS.** Any bid documents, including, without limitation, special provisions and standard specifications and any Request for Proposals, Request for Qualifications and responses thereto relating to this Agreement are incorporated by reference as though fully set forth herein.
15. **LICENSES.** SUBRECIPIENT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for SUBRECIPIENT to practice its profession and perform the Scope of Work. If SUBRECIPIENT is a corporation, at least one officer or key employee shall hold the required licenses or

professional degrees. If SUBRECIPIENT is a partnership, at least one partner shall hold the required licenses or professional degrees.

16. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of SUBRECIPIENT's profession in California.

17. **ADMINISTRATIVE REQUIREMENTS.**

17.1. **Financial Management.**

17.1.1. **Accounting Standards.** SUBRECIPIENT shall maintain accurate accounting records and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at SUBRECIPIENT's office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder and made available to CITY representatives upon request at any time during regular business hours.

17.1.2. SUBRECIPIENT agrees to comply with 31 CFR 35 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

17.1.3. **Cost Principles.** SUBRECIPIENT shall administer funding in conformance with Title 2 CFR Part 200.401 (a). "Cost Principles Application Federal Awards to non-Federal entities."

17.1.4. **Program Income.** If applicable, SUBRECIPIENT shall report annually all program income as defined at 24 CFR 570.500(a) generated by activities carried out with federal funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement.

17.1.5. **Indirect Costs.** If indirect costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining its appropriate share of administrative costs and shall submit such plan to CITY for approval, in a form specified by CITY.

17.2. **Documentation and Record-Keeping.**

17.2.1. Records to be Maintained. SUBRECIPIENT shall maintain all records required by the Federal regulations specified in Title IV section 603(c) that are pertinent to the activities to be funded under this Agreement. Such records include, but are not limited to:

17.2.1.1. Records providing a full description of each activity undertaken;

17.2.1.2. Records demonstrating that each activity undertaken meets one of the Use of Funds objectives of the ARPA program;

17.2.1.3. Records required to determine the eligibility of activities; and

17.2.1.4. Financial records as required by 2 CFR Part 200.334.

17.2.2. Retention Period. SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the end of the term under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

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

conducted in accordance with current CITY policies concerning audits and, as applicable, 2 CFR 200 Subpart F.

17.2.4. Client Data. SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such information shall include, but not be limited to, client name, address, income level, or other basis for determining eligibility, and description of service provided. SUBRECIPIENT shall also collect and maintain data regarding race, ethnicity, female head of household, and disability status of clients. Such information shall be submitted to CITY or its designees for review on a quarterly basis.

17.2.5. Quarterly Reports. SUBRECIPIENT shall submit regular Quarterly Reports to CITY in the form, content and frequency as required by CITY. Such information shall be submitted to CITY or its designees for review on a quarterly basis using the attached Quarterly Report & Payment Request or alternative form approved by CITY (Exhibit "B").

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

18. NONDISCRIMINATION. There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the performance of this agreement.

The SUBRECIPIENT shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.

19. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS. SUBRECIPIENT agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

19.1. Equal Employment Opportunity (Non-discrimination Clause).

SUBRECIPIENT shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. SUBRECIPIENT shall take affirmative action to ensure that applicants for employment and employees are treated during employment, without regard to race, color, religion, sex, national origin, age, disability, or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. SUBRECIPIENT shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by CITY setting forth the provisions of this nondiscrimination clause. SUBRECIPIENT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, disability, or sexual orientation.

19.2. Federal Labor Standards Provisions. SUBRECIPIENT shall comply with the requirements of the Secretary of Labor in accordance with the Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (2 CFR 200 Appendix II (D)) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to CITY for review upon request.

19.2.1. SUBRECIPIENT shall make no awards of contracts under this Agreement to any SUBRECIPIENT ineligible under any applicable regulations of the Department of Labor.

19.3. Clean Air and Water Acts. This Agreement is subject to the requirements of the Clean Air Act 2 CFR 200 Appendix II (G), as amended, 42 USC 7401-7671q.) et seq and the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq.

19.4. Debarment and Suspension (Executive Orders 12549 and 12689). This contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR part 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

19.5. Lobbying. SUBRECIPIENT certifies, to the best of its knowledge and belief, no Federally-appropriated funds have been paid or will be paid, by or on behalf of SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

19.5.1. SUBRECIPIENT shall expend no Agreement funds to finance any political activity in contravention of the Hatch Act (Chapter 15 of Title 5 of the United States Code).

19.6. Procurement of recovered materials. SUBRECIPIENT shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19.7. Prohibition on certain telecommunications and video surveillance services or equipment. SUBRECIPIENT is prohibited from expending grant funds to: Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to

procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

19.8. Domestic preferences for procurements. SUBRECIPIENT, as appropriate, shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

19.8.1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

19.8.2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19.9. Women- and Minority-Owned Business Enterprises. SUBRECIPIENT agrees to abide by the requirements and regulations issued pursuant thereto at 2 CFR 200.321. The foregoing requires the maximum practicable opportunity to participate, in contracts funded in whole or in part with federal funds, be provided to women- and minority-owned business enterprises, as subcontractors and suppliers to SUBRECIPIENTS performing

work, or rendering services as prime SUBRECIPIENTS or subcontractors, under federally funded procurement contracts.

19.10. Small Business Concerns. This Agreement is subject to the requirements of the Small Business Act (15 USC 631 et seq.), as amended, applicable to 2 CFR 200.321, and any applicable rules and orders requiring aid, counseling, assistance, and protection, insofar as possible, with, for, or of the interests of small-business concerns in order to preserve free competitive enterprise; and placement with small businesses of a fair proportion of the total federally-funded purchases, contracts and services.

20. CITY'S OBLIGATIONS.

20.1. Copy of Regulations and Statutes. CITY will make available to SUBRECIPIENT a copy of any regulation CITY enacts to facilitate administration of said Program.

21. CITY'S REMEDIES. If SUBRECIPIENT fails to materially comply with the terms of this Agreement, CITY, at its option, may suspend or terminate this Agreement and may demand SUBRECIPIENT return all funds granted to SUBRECIPIENT pursuant to this Agreement. The remedies provided in this Agreement are cumulative and are in addition to any other remedies in law or equity which may be available to CITY. The election of one or more remedies shall not bar the use of other remedies unless the circumstances made the remedies incompatible.

21.1. Concurrent Remedy. No right or remedy herein conferred on reserved to CITY is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently therewith or from time to time.

22. INSURANCE.

22.1. Types and Limits of Insurance. In addition to any other insurance or security required under this Agreement, SUBRECIPIENT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

22.1.1. Automobile liability insurance, providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property

damage, and personal injury, with limits of not less than \$1,000,000 per occurrence.

22.1.2. Commercial general liability insurance, unless otherwise approved by CITY's Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than \$1,000,000 per occurrence. The policy must:

22.1.2.1. Provide contractual liability coverage for the terms of this Agreement;

22.1.2.2. Provide products and completed operations coverage;

22.1.2.3. Provide premises, operations, and mobile equipment coverage; and

22.1.2.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

22.1.3. Workers' compensation insurance with limits of not less than \$1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every SUBRECIPIENT will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, SUBRECIPIENT must submit to CITY the following certification before beginning any work on the Improvements:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

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

22.2. General Provisions Applying to All Insurance Types.

- 22.2.1.** All policies required of SUBRECIPIENT must be written on a first-dollar coverage basis or contain a deductible provision. Subject to CITY's advance approval, SUBRECIPIENT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.
- 22.2.2.** All policies required of SUBRECIPIENT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of SUBRECIPIENT's insurance and must not contribute with it.
- 22.2.3.** The insurance required above, except for workers' compensation insurance, must be placed with insurers with a Best's rating as approved by CITY's Risk Manager, but in no event less than A-: VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A-: VII, must be declared prior to execution of this Agreement and approved by CITY in writing.
- 22.2.4.** The insurance required in this section must be maintained until the Scope of Work is satisfactorily completed as evidenced by CITY's written acceptance. All policies must provide that there will be continuing liability thereon, notwithstanding any recovery on any policy.
- 22.2.5.** Full compensation for all premiums which the SUBRECIPIENT is required to pay to satisfy the Basic Insurance Requirements shall be considered as included in the prices paid for the performance of the Scope of Work, and no additional allowance will be made therefor or for additional premiums which may be required by extensions of the policies of insurance.

22.2.6. It is further understood and agreed by SUBRECIPIENT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by SUBRECIPIENT in connection with this Agreement.

22.2.7. Unless otherwise approved by CITY, if any part of the Scope of Work is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for SUBRECIPIENT, and all subcontractors must agree in writing to be bound by the provisions of this section.

23. MISCELLANEOUS.

23.1 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.

23.2. 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.

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

23.4. 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.

23.5. 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.

- 23.6. 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:

If directed to CITY, addressed to:

**City of Bakersfield
Economic & Community Development Department
1600 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301**

If directed to SUBRECIPIENT, addressed to:

**California State University Bakersfield
Division of Extended Education and Global Outreach (EEGO)
9001 Stockdale Highway – 30 BDC
Bakersfield, CA; 93311**

- 23.7. 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.

- 23.8. 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.

- 23.9. Negation of Partnership.** CITY shall not become or be deemed a

partner or joint venturer with SUBRECIPIENT or associate in any such relationship with SUBRECIPIENT by reason of the provisions of this Agreement. SUBRECIPIENT shall not for any purpose be considered an agent, officer, or employee of CITY.

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

23.11. Tax Numbers.

"SUBRECIPIENT's" Federal Tax Identification No. 320291662

"SUBRECIPIENT" is a corporation? Yes No X
(Please check one.)

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

"CITY"
CITY OF BAKERSFIELD

By: _____
KAREN K. GOH
Mayor

APPROVED AS TO FORM:
VIRGINIA GENNARO
City Attorney

By: _____
JOSHUA H. RUDNICK
Deputy City Attorney II

Insurance: _____

"SUBRECIPIENT"
**CALIFORNIA STATE UNIVERSITY
BAKERSFIELD, BAKERSFIELD AUXILIARY
FOR SPONSORED PROGRAMS
ADMINISTRATION**

By:  _____
Print Name: Vernon Harper

Title: Provost and VPAA

(signatures continue next page)

APPROVED AS TO CONTENT:

**ECONOMIC AND COMMUNITY
DEVELOPMENT DEPARTMENT**

By: _____
PAUL M. SALDAÑA
Economic & Community
Development Director

COUNTERSIGNED:

By: _____
RANDY MCKEEGAN
Finance Director

JHR:ag

Attachments:

Exhibit "A" – Scope of Work

Exhibit "B" – Quarterly Report & Payment Request

EXHIBIT "A" Scope of Work

SMALL BUSINESS TECHNICAL ASSISTANCE SERVICES INCLUDING ENTREPRENEURS AND START-UPS

Program Scope of Activities

The scope of work will support the maintenance and economic growth of small, independently owned businesses in operation for a short time in the post-COVID-19 economic environment. This program will offer training and consultation support to businesses within qualified census tracts, in the early stages of their existence, to assist their maintenance and growth. The program will place special emphasis on businesses in the food service industries such as restaurants and food preparation businesses.

The CSUB Small Business Development Center, through its constant contact with the food service industry continues to note the vulnerability of companies in this sector. The COVID clamp down, supply chain issues, and current inflationary pressures put unprecedented pressures on smaller food service businesses and startups. New food starts, "Mom & Pop" operators, and even locally owned medium-sized establishments are more vulnerable to labor and food costs. Regulation is also an enemy of smaller restaurants and food processors. For example, the signing of the "Fast Act" in 2022, intended to raise the minimum wage to \$22 per hour for certain larger franchise businesses, could have an unintended effect on small firms as their employees leave to flip burgers for higher wages.

This program will offer practical advice to small businesses in the restaurant and food preparation sector as they cope with the challenges noted above. Key program goals and objectives:

Goal 1: To produce a list of vetted small businesses with a few years in operation in qualified census tracts and to enlist these businesses in the proposed program.

Objective: To (a) precisely identify small businesses in the qualified census tracts; (b) develop a curriculum and schedule responsive to small business owner needs; and (c) establish a process to monitor and assure the quality of the program.

Goal 2: To offer classroom-style training to business owners selected.

Objective: To (a) provide business/management training to small business owners; (b) assess the outcome of the training program.

Goal 3: To provide one-on-one consultation with business owners, who have successfully completed training, to improve their management practices and increase their profitability.

Objective: To (a) meet for one-on-one consultations with business owners who have completed training; (b) continue to assess the quality and relevance of the program through these consultations; and (c) produce a final report with Advisory Board input, outcome data, and an assessment of the future value of this program for this audience.

The full project description, work plan and budget are described in the Proposal attached.

Program Budget

Direct Personnel Costs	\$39,828
Other Direct Costs	\$46,000
Indirect Costs	\$8,583

City Grant Program

The City will support these efforts with financial assistance to entrepreneurs, start-ups and small businesses operating within the City of Bakersfield and located in a Qualifying Census Tract (QCTs) that are considered disproportionately impacted by the Covid-19 pandemic. Participation in the technical assistance program described above does not guarantee an award of the grant. Determination of grant eligibility will be included in the criteria described in the program guidelines, that will include but not limited to the following:

- A. Entrepreneurs, start-ups, and small businesses are required to participate in training and/or coaching offered by technical assistance organizations. It does not need to be organizations receiving a technical assistance grant from the City of Bakersfield.
- B. Per the [ARPA Final Rule](#), small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:
 - B.1 Have no more than 500 employees, or if applicable, the size standard in number of employees established by the [Administrator of the Small Business Administration](#) for the industry in which the business concern or organization operates, and
 - B.2 Are a small business concern as defined in Section 3 of the [Small Business Act](#) (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).
- C. Must have a valid City of Bakersfield Business License.
- D. Business location should have no active code violations.
- E. Must have a business plan and a comprehensive road map for your business (see Table 1 below).
- F. Multiple locations within Bakersfield City operating under a single business entity will be considered one business for purposes of the program.
- G. Passive businesses are not eligible. These include rental properties or any business in which the owner does not actively participate.
- H. As needed, the city may request interviews to share stories of success and photos to promote the program in the community.

Entrepreneurs, Start-ups, or Small Businesses may utilize grant funds for the following eligible activities:

- Capital
- Payroll
- Products
- Software and Subscriptions

- Utilities
- Mortgage/Rent
- Operating Expenses
- Equipment

- Marketing & Promotion
- Business Document Preparation
- Licenses/Fees

The table below describes the preliminary application requirements for entrepreneurs, start-ups, and small businesses; complete application guidelines will be completed before the program is implemented.

Requirement Item	Description
Business Plan	<ul style="list-style-type: none"> • You must develop a budget and a comprehensive road map (business plan) for your business. <ul style="list-style-type: none"> ○ Description of the business ○ Innovative product or service ○ Advertising/Marketing plan ○ Organizational management and personnel description
Technical Assistance	<ul style="list-style-type: none"> • Provide a detailed description of the technical assistance received, such as: <ul style="list-style-type: none"> ○ Entrepreneurship/small business training programs offered by an organization approved by the City of Bakersfield. ○ Workshops and one-on-one consulting sessions.
Business License, Use Permit, State License/Partnership Agreements, Fictitious Business Name (As Applicable)	<ul style="list-style-type: none"> • Must acquire ALL necessary permits to operate legally AND at least one of the following: made a first sale; hired at least 1 employee; created a business banking relationship; spent money on business expenses (including legal and accounting fees) • Hold valid City of Bakersfield business license. • Other forms of business documentation as applicable.

Reporting/Invoicing Requirements

Program services must meet ARPA guidelines and service provider must complete quarterly reporting as required by the City and Federal requirements.

Meetings may be requested by the City to share stories of success and photos to promote the program with the City of Bakersfield or partners.

Grant awards will be distributed on a reimbursement basis. All invoices must be with supporting documentation to report how funds were spent in order to receive payment. The invoice package should include the following:

- A. All invoice packages shall be submitted to City's Economic and Community Development Department ***not*** to exceed ***one invoice package every three (3) months (quarter)*** and in the minimum amount of ***\$5,000.00*** except for the final funding draw invoice. The address for submittal is:

Economic & Community Development Department
City of Bakersfield
1600 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301

- B. Payment of any invoice shall be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed invoice. Invoices received by City that are not consistent with the approved format will be cause for an invoice to be disputed. Payment will not be made until the dispute is resolved and a corrected invoice is submitted. Failure to use the address exactly as provided above may result in a return of the invoice to the Organization. Payment shall be deemed complete upon deposit of the payment, properly addressed, postage prepaid, in the United States mail. All invoices must be approved by City.
- C. Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, rules, or regulations.
- D. Organizations shall provide proof of payment to City for each invoice submitted for payment under this Program. If the Organization is not able to demonstrate proof of payment, the City, at its discretion, may not issue a check.
- E. The invoice shall contain the following information:
- E.1 The word "INVOICE" and a sequential invoice number should appear in a prominent location at the top of the page(s);
 - E.2 Printed name of the Organization, along with business address, including P.O. Box, City, State, and Zip Code and Telephone Number;
 - E.3 The date of the invoice along with the number of the Agreement upon which the invoice is based;
 - E.4 A brief description of the work performed, including dates of performance and the name or initials of the person performing the work;
 - E.5 A line item summary of the costs occurred.
 - E.6 The method of computing the amount due. Invoices must be itemized based on the tasks specified in the Agreement.
 - E.7 The total amount due; this amount should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other

figures or computations appearing on the invoice; the total amount due shall include eligible costs incurred under the terms of this Agreement.

F. The following items will **not** be allowed:

F.1 Late fees, Gambling Debts, Debts of Board Members, Invoices for which no dollar amount due on payments shows on the invoice, submissions of payment requests which do not balance, donations, Bingo game expenses, and expenses related to raffles and any other game of chance.

F.2 Identifying information about the Organization's employees or volunteers other than employee or volunteer names. Information such as Social Security numbers and addresses of employees or volunteers should not be included.

G. Original signature and date (in ink) of the organization's authorized representative on the Quarterly Payment Request

H. The final invoice shall be clearly marked "FINAL INVOICE" and be submitted along with supporting documentation within the time as designated within the terms of the agreement.

Attachment: SBDC & EEGO Proposal

City of Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program

A Program to Meet the Business Development Needs of Small, Independently-owned Businesses in Operation for a Short Time within Qualified Census Tracts in the City of Bakersfield

Organization Name:

California State University, Bakersfield, Small Business Development Center (SBDC) and California State University, Bakersfield, Division of Extended Education and Global Outreach (EEGO)

Contact Persons: Dr. Mark Novak, Dean of the CSU, Bakersfield Division of Extended Education and Global Outreach

Kelly Bearden, Director of the CSU, Bakersfield Small Business Development Center

Address: California State University, Bakersfield, Division of Extended Education and Global Outreach (EEGO); 9001 Stockdale Highway – 30 BDC; Bakersfield, CA; 93311

Email: mnovak@csub.edu and kbearden@csub.edu

Phone: 661-654-2446 and 661-654-2856

City of Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program

A Program to Meet the Business Development Needs of Small, Independently-owned Businesses in Operation for a Short Time within Qualified Census Tracts in the City of Bakersfield

Impact Statement

Technical Assistance:

California State University, Bakersfield's Small Business Development Center (SBDC) has provided information, consultation, and training to small business in the Central Valley region since 2010. Programs range from confidential, one-on-one consulting, small business training from high quality weekly Webinars to in-depth conferences such as the Kern Capital Summit. The center also provides several business tools, from the interactive Live Plan business planning tool to SBDC.net, a market research analysis that provides entrepreneurs with demographic information regarding their specific opportunity. The center utilizes a strong, experienced core of professional, private consulting experts in various fields. These experts delivered quality business consulting to over 800 small business owners or prospective owners in 2022.

California State University, Bakersfield's Division of Extended Education and Global Outreach (EEGO) has provided education and training programs to the Bakersfield workforce for over 30 years. Programs range from short-term workshops to multi-year certificate programs. EEGO has many established programs, but it specializes in program development to meet specific clients' needs. EEGO draws upon expertise within the university and from practitioners in the community to assure the relevance and effectiveness of training services. **EEGO is a nonprofit unit within the California State University, Bakersfield and receives no state funding. All funding comes from programs that it offers.**

The program proposed here will support the maintenance and economic growth of small, independently owned businesses in operation for a short time in the post-COVID-19 economic environment. This program will offer training and consultation support to businesses within qualified census tracts, in the early stages of their existence, to assist their maintenance and growth. The program will place special emphasis on businesses in the food service industries such as restaurants and food preparation businesses.

The SBDC, through its constant contact with the food service industry continues to note the vulnerability of companies in this sector. The COVID clamp down, supply chain issues, and current inflationary pressures put unprecedented pressures on smaller food service businesses and startups. New food starts, "Mom & Pop" operators, and even locally owned medium-sized establishments are more vulnerable to labor and food costs. Regulation is also an enemy of smaller restaurants and food processors. For example, the signing of the "Fast Act" in 2022, intended to raise the minimum wage to

\$22 per hour for certain larger franchise businesses, could have an unintended effect on small firms as their employees leave to flip burgers for higher wages.

This program will offer practical advice to small businesses in the restaurant and food preparation sector as they cope with the challenges noted above.

Expected Results:

Small business owners begin with enthusiasm and a dream. Some owners take a training program before they open their business. Others start out with little formal training. In each case, once the owner opens their shop, they face new challenges. Small business owners, in the first few years, must meet customer demands, cope with suppliers, pay bills, manage employees, and manage their finances, to name a few of the competing demands they face.

The COVID-19 pandemic threw another curve at small businesses. Many of them struggled to survive during the pandemic. Some businesses closed. Others pivoted to provide new services or to meet new customer demands. Some restaurants, for example, began offering takeout meals. A small barbershop on Rosedale Highway had a sign out front that said “Closed” during the pandemic. But the owner ushered customers in through the back door to keep his business afloat.

The US. Bureau of Labor Statistics reports that about 20% of small businesses fail by the end of their first year. By the end of their fifth year, 50% go under; and by the tenth year, that number rises to 80%. ... folks face the first few years of business with trepidation. <https://blog.hubspot.com/marketing/small-business-challenges> 7-26-22

The *B3K Market Assessment* in March 2021 (https://b3kprosperity.org/wp-content/uploads/2022/06/B3K-Market-Assessment-FINAL_031821-3.pdf) noted that, “young firms ... benefit most from investments in resources and programs that support their own growth” (p.7). These figures and comments show that even businesses that survive for a few years face existential challenges and need support.

Businesses in the qualified census tracts identified in this NOFA face even greater challenges. They exist in lower income districts. Some of their customers faced shortfalls in income due to the pandemic. Customers failed to show up. This applied to many minority- and women- owned businesses -- barber shops, nail salons, small retail shops, and restaurants that serve the local community.

The project proposed here will focus on small businesses in operation for a few years. These businesses face new challenges as they move from start up to maintenance and growth modes. Challenges at this stage in the business cycle include finding customers, creating brand awareness, providing excellent customer service, hiring staff, managing time and workflow, and managing finances. This project will pay special attention to these challenges. We will focus on chef/owner restaurants as well as other minority and

women-owned businesses. These businesses survived the pandemic and are ready for a further support.

Summary: This project will provide training and consultation to small business owners at a crucial time in their business development cycle. They will have had enough experience in their first few years of operation to understand the challenges they face. They will be ready for further support. The program proposed here will present best practices for new businesses and will prepare the businesses for sustainability and further growth.

Project Description

Program Benefit:

This training and consultation program supports the economic success of small businesses in the early stages of their development. The program, delivered by EEGO and SBDC will teach best practices in business management including financial management, human resources management, and legal standards. Participants in this program will receive classroom-style instruction from EEGO and will receive one-on-one consultation from the SBDC. Businesses will benefit by getting expert advice that speaks specifically to their current needs. Businesses in this program may then apply for further grant support from the city. These businesses will be motivated to participate in the proposed program because of the potential for a \$10,000 grant upon completion.

Local Need:

This proposed program will target businesses in lower economic census tracts. These businesses serve minority communities and are often run by members of those communities. (We will make special efforts to include minority and women-owned businesses in this project). In many cases the owner serves as manager, front-line staff, and back-office worker. To succeed, owners need best practices to streamline their operations and work efficiently. The SBDC has many years of experience serving small businesses in our region and understands their needs. EEGO has many years of experience providing effective training to the Bakersfield workforce.

Response to COVID-19 pandemic:

This program responds directly to COVID-19 challenges faced by Bakersfield's small businesses in the qualified census tracts. The pandemic hit all small businesses hard, but especially the restaurant industry. Challenges today include: a loss of experienced staff as many workers resigned, were laid off, or migrated to larger companies; and the need to restore a dependable customer base. Independent small businesses of all types face greater economic hardship than larger companies. Competition for customers and

staff remain fierce. The recent challenge of inflation puts added pressure on small businesses in lower economic districts. This program will provide small businesses with the tools needed to survive in the post-pandemic economy. This program will target new business starts, particularly new food businesses, and existing restaurants, that have struggled and may likely continue to struggle in the near term.

Work Plan

This program will unfold in three stages using a recognized program development strategy:

Stage I (Project schedule - April-July 2023)

Goal 1: To produce a list of vetted small businesses with a few years in operation in qualified census tracts and to enlist these businesses in the proposed program.

Objectives: To (a) precisely identify small businesses in the qualified census tracts; (b) develop a curriculum and schedule responsive to small business owner needs; and (c) establish a process to monitor and assure the quality of the program.

Major Tasks:

- Environmental scan of small businesses in qualified census tracts operating for a few years.
- Market the program to businesses in the select regions using SBDC mailing lists and contacts. We will place special emphasis on including minority and women-owned businesses in this project.
- We will use the SBDC Weekly webinar, word of mouth based on similar successful programs in 2022, local contacts with the press, and other community-based organizations that we routinely strategize and collaborate with.
- Course/curriculum refinement – (*See Appendix for proposed basic curriculum*).
- Hire experienced instructors based on program content.
- Create an Advisory Board (a team of small business owners, small business/entrepreneurship specialists, curriculum designers, potential students).

Measurable Results: At the end of Stage I the program will have identified and enrolled 35-40 small business owners from qualified census tracts; created a customized curriculum to suit the needs of this cohort; hired a cadre of instructors; and established an Advisory Board.

Stage II (Project schedule - August-December 2023)

Goal 2: To offer classroom-style training to business owners selected in Stage I.*

Objectives: To (a) provide business/management training to small business owners; (b) assess the outcome of the training program.

Major tasks:

- Training business owners in the program. Training content will be adapted and modified to suit the specific needs of this audience and will be delivered by EEGO. *[See Appendix for the proposed basic curriculum]*.
- Provide instruction over six weeks, at three hours per session (18 hours total). Training will include a mix of face-to-face instruction and online sessions. Online sessions will be recorded and will be available on demand to two cohorts. This will facilitate access to the course at times convenient to busy business owners.
- Assessment of the training program through questionnaires and interviews with participants.
- Review and refine curriculum for future use based on results above and in consultation with the program Advisory Board.

*The training program proposed here will be offered in several modalities: face-to-face, hybrid, virtually online, and on demand. Face-to-face instruction will take place in a state-of-the-art classroom on the CSUB campus. The classroom has Internet connectivity as well as online streaming and recording capability. Classes will be streamed live to participants who cannot attend any or all face-to-face sessions. Classes will also be recorded for on-demand viewing.

We anticipate offering the program in two 6-class sessions. This will allow for two cohorts of business owners to take the program (for a total of 35-40 participants). The second cohort will use the recordings and study materials from the first cohort in place of classroom instruction. They will have an instructor assigned to the program to guide them through the course content.

All participants will be expected to attend all sessions (either in person or virtually). Students will take quizzes at the end of each session to assess their comprehension.

Measurable Results: At the end of Stage II the program will have delivered training to 35-40 business owners. The program will have gathered feedback on program quality and relevance through questionnaires and interviews with participants. Stage II will also gather data, through self-reports by the participants, on the impact of the program on their business practices. The outcome of these assessments will be used to improve future programs.

Stage III (Project schedule - January-March 2024)

Goal 3: To provide one-on-one consultation with business owners, who have successfully completed training in Stage II, to improve their management practices and increase their profitability.

Objectives: To (a) meet for one-on-one consultations with business owners who have completed training in Stage II; (b) continue to assess the quality and relevance of the program through these consultations; and (c) produce a final report with Advisory Board input, outcome data, and an assessment of the future value of this program for this audience.

Major Tasks:

- Schedule expert consultants to provide one-on-one consultation sessions with business owners in the program.
- Conduct assessment of the consultation process through in-depth interviews with business owners.
- Produce a final report based on data from the training and consultation programs. The report will assess the impact of this intervention on a business's economic success.

Measurable Results: At the end of Stage III the program will have delivered consultations to 35-40 business owners in the program; gathered data on the effectiveness of this training and consultation program on small businesses. Assessment at the end of Stage III will include self-reports from business owners on improvements in their business knowledge and the performance of their business. The assessment will focus on the practical value and the applicability of what they have learned.

Summary: This training and consultation program will improve small business maintenance and growth in select census tracts. It will support the growth of a robust and successful small business ecosystem in the qualified census tracts.

Organization Information

Key Program Personnel:

Mark Novak, Ph.D.

Dean, Division of Extended Education & Global Outreach

25+ years' experience as Dean of Extended Education units at San Jose State University and CSU, Bakersfield

Kelly Bearden

Executive Director

CSUB Small Business Development Center

25+ years' experience with the SBDC program including 23 years as the Director

SBDC Staff

Over a dozen experienced, seasoned Business Advising Professionals
 CSUB School of Business & Public Administration Interns
 Two full-time administrative staff support individuals

Jennifer Patino, EEGO

MS Administration

Director, Professional & Continuing Education

15+ years Professional Education programming experience

Rhonda Dawson, EEGO

ABD Educational Leadership

Director, Extended Education Academic Programs

30+ years Extended Education programming experience

Timothy Lafond, EEGO

Professional Development Programs Coordinator

15+ years in higher education administration

Tanya Snyder

MS Administration

Budget Analyst

20+ years' experience higher education

Lisa Dunn

Accounts Coordinator

10+ years Extended Education experience

Capacity:

Past Performance:

To serve this market, the SBDC and EEGO will collaborate. Each organization brings a unique set of skills and services to support small businesses in the qualified census tracts.

The CSU, Bakersfield SBDC, a federal government supported organization, funded for the most part nationally by the U.S. Small Business Administration serves small businesses in Bakersfield and throughout Kern, Inyo, and Mono counties. In addition to consultation and training programs, the SBDC has offered many special programs to assist entrepreneurs.

- a. In 2022, the SBDC participated with Kern County on the CA Micro Grant Program, a program out of the CA Office of the Small Business Advocate

to provide a \$2500 grant to existing micro businesses that had less than \$50,000 in gross revenues or sales in 2019. The program supported the smallest, neediest, and most vulnerable firms. We assisted several hundred individuals and referred over 150 applications to the County for review.

- b. The SBDC participated in the CA Dream Fund program throughout the Central CA SBDC region. The CSU SBDC received \$800,000 of which \$760,000 went to graduates of the program in the form of \$5,000 and \$10,000 grants. Fifty-seven individuals and businesses attended an eighteen-hour training program with mandatory attendance and homework. The attendees met with a SBDC consultant and a business planning consultant to work through small business startup issues unique to their business.
- c. The CSUB SBDC supports hundreds of small businesses in its region through education and consulting services. Figures for 2022 show the impact of the SBDC on Bakersfield, Kern, and surrounding counties.
 - The SBDC offered 95 training events to over 4000 attendees.
 - The SBDC provided over 3000 hours of consultation to 820 businesses.
 - The SBDC assisted 85 new business starts.
 - SBDC clients received \$14.5 million dollars in capital support, as a result of these activities.

EEGO, a Division of CSUB, **receives no state funding, but supports its operation through programs it offers.** It has successfully delivered degree credit programs, certificate programs, customized training programs, and short courses to the Bakersfield community for over 25 years. Below we list several custom-designed programs as examples of EEGO's capacity to deliver the program proposed here.

- a. To address the local opioid crisis, EEGO partnered with Employers' Training Resource Center/America's Job Center of California to deliver grant-funded education and training to prepare dislocated/disadvantaged workers for the California Consortium of Addiction Programs and Professionals (CCAPP) state licensure requirements. Two cohorts consisting of 15 participants each completed the federally funded program.
- b. To prepare the central valley for the incoming High Speed Rail project, EEGO developed and provided introductory training to Bakersfield, Fresno, and Modesto IBEW workers that culminated in an international high speed rail conference. The training and conference were funded via a Fresno WIB Slingshot grant. One hundred fifty participants from Bakersfield, Fresno, and Modesto attended the program.

- c. To address the changing employment needs resulting from climate change, EEGO has partnered with the Fresno WIB to develop online training for journey level electrical workers. A grant from the Fresno WIB to EEGO will fund a Green Construction Conference. This program is currently under development, with implementation scheduled for February 16, 2023.

The collaboration of the SBDC and EEGO brings many years of successful service to the small business community. It also brings the organizational expertise and systems of the university to support the success of fledgling businesses in Bakersfield.

Project Schedule – April 2023 – March 2024 (see details above in **Work Plan)**

Compliance with American Rescue Plan (ARPA) Requirements

The program proposed here meets the objectives and guidelines for ARPA funding. The CSUB and SBDC are eligible to receive funds for this program based on ARPA requirements. (See ARPA requirements at <https://www.gfoa.org/american-rescue-plan-spending-guiding-principles>).

Operational Budget – Attached

University Financial Statements – Attached

University Foundation Board of Directors Roster – Attached

Organizational Staffing Chart – Attached

- **Project Leads – Dr. Mark Novak
Mr. Kelly Bearden**

Responsible for overall coordination of the project, financial oversight, and staff management. All staff members report to Project Leads.

- **EEGO Co-Leads – Rhonda Dawson
Jennifer Patino**

Responsible for training program development, delivery, and day-to-day project management. Responsible for final project report. Reports to Project Leads.

- **Program Coordination – Timothy Lafond**

Responsible for scheduling training sessions, communicating with program participants and instructors, overseeing assessments.

- **Administrative Support – Tanya Snyder**

Responsible for day-to-day coordination including meeting scheduling, budget management, and staff time reporting. Reports to EEGO Co-Leads].

- **Account Administration – Lisa Dunn**

Responsible for accounting and expense details including setting up the budget in the university system, tracking expenses, paying receipts. Day-to-day direct report to Tanya Snyder.

Unique Entity Identifier (CSUB) -- VJQPUC5YLK87

Appendix I

Proposed Basic Six-Week (18 hour) Training Curriculum

1. Marketing basics (3 hours)
Topics: market research, target market identification, marketing mix (product, price, promotion, place), creating a marketing plan
2. Financial management (3 hours)
Topics: financial planning, budgeting, bookkeeping, forecasting, financial ratios
3. Operations management (3 hours)
Topics: process improvement, inventory management, supply chain management, quality control
4. Human resources management (3 hours)
Topics: hiring and onboarding, employee training, performance management, motivation and engagement, legal considerations
5. Customer relationship management (3 hours)
Topics: customer service, complaint handling, loyalty programs, customer segmentation
6. Legal considerations for small businesses (3 hours)
Topics: business structure, contracts, intellectual property, insurance, compliance

Training will take the form of in-person, hybrid, virtual, and on-demand options. The program will track participation to ensure attendance. Attendance and homework will be mandatory.

Appendix II

CSUB SBDC & EEGO – CA Dream Fund grant program CDFG Program Guidelines

The California Dream Fund Grant Program (CDFG or Dream Fund) was created by the State of California to provide microgrants up to \$10,000 to seed entrepreneurship and small business creation in underserved small business groups that are facing capital and opportunity gaps. CDF grants shall be made available to startup clients after completing a CDF training program, receiving one-on-one business consulting, and completing all other CDF program requirements. The exact amount of each Dream Fund grant is pre-determined by the state according to industry sector.

The State only allows one grant per business regardless of how many owners complete the CDF training program and only one grant per person even if a person starts multiple businesses. Each grantee must agree to provide the Central CA SBDC with information regarding the progress of their business for at least one year after receiving a CDF grant. CDF program services will be provided at no-cost to program participants.

The Central CA Small Business Development Center (SBDC) network is one of the State's 17 designated CDFG program providers. To receive a Dream Fund Grant through the Central CA SBDC, applicants must meet all the following conditions:

1. Registered the business with the State of CA, obtained a business license within the 14 counties served by the Central CA SBDC network or received a Fictitious Business Name after July 1, 2019.
2. Have 5 or fewer full-time W-2 employees (or FTE equivalent) and revenue less than \$1 million in 2021.
3. Completed a Central CA SBDC Dream Fund Training program.
4. Completed the business plan as required by the Grant funder (Lendistry);
5. Provide evidence they have opened a business bank account prior to applying for a CDF grant.
6. Submit all required documentation to the Central CA SBDC demonstrating they have formally started and intend to operate their business within the 14 counties served by the Central CA SBDC network.

7. Prior to applying for a CDF grant, applicants must meet the Central CA SBDC definition of a new business start by acquiring all necessary State, County, City or local permits, licenses and/or certifications to operate their new business legally AND at least one of the following:

- i. Has made a first sale; or
- ii. Has hired at least 1 employee; or
- iii. Has created a business banking relationship; or
- iv. Has spent money on business expenses; this may include legal and accounting fees.

Disclosing Immigration status is NOT required to participate in the CDF program or apply for a CDF grant.

FINAL Budget 1-17-23

CSUB BUDGET		COLA	1.03	Year 1 (12 months)				Year 2 (6 Months)				Year 3				Year 4			
				Base Salary	% Time Year 1	Salary	Fringe	Funds Requested	Salary	Fringe	Funds Requested	Salary	Fringe	Funds Requested	Salary	Fringe	Funds Requested		
A. Senior/Key Person																			
PJ/PI - Dr. Mark Novak (2% year 1)					2%	\$ 4,068	\$ 2,156	\$ 6,223			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Jennifer Palino (10% Year 1)					10%	\$ 7,946	\$ 4,212	\$ 12,158			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Rhonda Dawson (4% Year 1)					4%	\$ 4,405	\$ 2,335	\$ 6,740			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Key Personnel						\$ -	\$ -	\$ 25,121			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
B. Other Personnel																			
1. Budget Analyst - Tanya Snyder (5% Year 1)					5%	\$ 4,333	\$ 2,296	\$ 6,629			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2. Accounting Coordinator - Lisa Dunn (5% Year 1)					5%	\$ 2,392	\$ 1,268	\$ 3,660			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
3. Program Coordinator - Timothy Lafond (7% Year 1)					5%	\$ 2,888	\$ 1,530.53	\$ 4,418			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
4. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
5. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
6. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
7. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
8. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
9. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
10. _____						\$ -	\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Other Personnel						\$ -	\$ -	\$ 14,707			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Fringe rate - SS, Additional Paym Student Summer Work					0.53														
Fringe rate - Academic Year					0.53														
C. Equipment Totals																			
D. Travel (domestic)								\$ -			\$ -			\$ -			\$ -		
E. Participant/Trainee Support Costs								\$ -			\$ -			\$ -			\$ -		
Tuition/Fees/Health Insurance								\$ -			\$ -			\$ -			\$ -		
Stipends								\$ -			\$ -			\$ -			\$ -		
Travel								\$ -			\$ -			\$ -			\$ -		
Subsistence								\$ -			\$ -			\$ -			\$ -		
Other (Scholarship)								\$ -			\$ -			\$ -			\$ -		
Total Participant								\$ -			\$ -			\$ -			\$ -		
F. Other Direct Costs																			
1. Materials and Supplies								\$ 1,500									\$ -		
2. Publication Costs - Marketing								\$ 1,500									\$ -		
3. Consulting Services - SBDC								\$ 30,000									\$ -		
4. ADP/Computer Services																			
5. Subawards/Consortium/Contractual Costs																			
6. Equipment/Facilities Rental/User Fees																	\$ -		
7. Alterations and Renovations								\$ 10,000			\$ -			\$ -			\$ -		
8. Training Instruction - F2F								\$ 500			\$ -			\$ -			\$ -		
9. Photocopying								\$ 2,000			\$ -			\$ -			\$ -		
10. Assessment								\$ 500			\$ -			\$ -			\$ -		
11. Other/Misc								\$ -			\$ -			\$ -			\$ -		
CSUB Total Other Direct Costs								\$ 46,000			\$ -			\$ -			\$ -		
G. TOTAL DIRECT COSTS								\$ 85,828			\$ -			\$ -			\$ -		
H. Indirect Costs (Type)						Indirect Rate (%)	Indirect Base (\$)	Funds Requested	Indirect Rate (%)	Indirect Base (\$)	Funds Requested	Indirect Rate (%)	Indirect Base (\$)	Funds Requested	Indirect Rate (%)	Indirect Base (\$)	Funds Requested		
1. MTDC						10%	\$85,828	\$8,582.82			\$0			\$0			\$0		
2. _____								\$0			\$0			\$0			\$0		
3. _____								\$0			\$0			\$0			\$0		
4. _____								\$0			\$0			\$0			\$0		
Total Indirect Costs								\$8,583			\$0			\$0			\$0		
CSUB TOTAL DIRECT AND INDIRECT COSTS								\$94,411			\$0			\$0			\$0		
CSUB Remainder																			
CSUB TOTAL ALLOWABLE																			

EXHIBIT "B" – Quarterly Report & Payment Request

Quarterly Report & Payment Request Entrepreneurship Technical Assistance & Grant Program		
Date: Reporting Period:		
Grant Agreement No.	Purchase Order No.	Payment No.
<p>To: City of Bakersfield Attn: Economic & Community Development Dept Address: 1600 Truxtun Ave., 3rd Floor Bakersfield, CA 93301</p> <p>From: [Organization] _____</p> <p>Mailing Address: _____ _____</p> <p>Email: _____</p> <p>Phone: _____</p>		
Grant Agreement Award Amount: \$_____		
Reimbursement Requested: \$_____		
<p>The undersigned certifies the allowable costs associated with this payment request were paid for with available funding. In addition, certify that all financial obligations are met, and services are being provided to intended clients. The undersigned further certifies that:</p> <ul style="list-style-type: none">• The information contained in this Quarterly Payment Request and supporting documents is complete and accurate.• That project costs in the attached invoices are reasonable.• They have complied with all Federal, State, and City laws, including policies and requirements of the American Rescue Plan Act (ARPA).• Provides services or training to Entrepreneurs, Start-ups, and Small Businesses.• They have complied with their quarterly reporting requirements and participation requirements as outlined in the Subrecipient Grant Agreement.		
<p>Description of Work: <i>Please include a detailed description summarizing the work completed this quarter, the targeted audience reached, minority status, type of industry assisted, the number or scope of services provided, and all other relevant details.</i></p>		

Reported Outcomes:

_____ Number of businesses served.
 _____ Number of woman-owned business served.
 _____ Number of minority-owned businesses served.
 _____ # of FTE jobs created for startups or growing small business.

Owner Race/Ethnicity

	Total Number Assisted		Total Number Assisted
White		Black/African American AND White	
Black/African American		Native American/Alaskan Native AND Black/ African American	
Asian		Asian AND White	
Native American/Alaskan Native		Native American/Alaskan Native AND White	
Native Hawaiian or Other Pacific Islander		Balance of individuals reporting more than one race	

Hispanic or Latino _____ Total Number Assisted

I CERTIFY THAT, to the best of my knowledge, all items as requested in this form are accurate and complete and that the Organization, I represent is eligible for Reimbursement.

 [Organization Name]

 [Authorized Signatory Representative and Title]

 Date

 [Organization Name]

 [Authorized Signatory Representative and Title Printed]

I concur in the recommendation of payment.

Approved by:

 City of Bakersfield, Economic and Community Development Department