

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 **KERN COUNTY BLACK CHAMBER OF COMMERCE**, a California Non-profit (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 **Fifty-Five Thousand One Hundred Fifty Dollars (\$55,150)** 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.** SUBRECIPIENT shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees, and against any and all liability, claims, actions, causes of action, or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by SUBRECIPIENT, SUBRECIPIENT's employees, agents, independent SUBRECIPIENTS, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY's sole active negligence or willful misconduct.
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:

Kern County Black Chamber of Commerce
2623 "F" Street, Suite "F"
Bakersfield, CA 93301

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. 85-0921056
"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: _____

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

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

"SUBRECIPIENT"
**KERN COUNTY BLACK CHAMBER OF
COMMERCE**

By: _____

Print Name: Nick Hill

Title: PRESIDENT

By: _____

Print Name: _____

Title: _____

(signatures continue next page)

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 Kern County Black Chamber of Commerce (KCBCC), through its constant contact with entrepreneurs and small businesses, particularly amongst communities of color. Notes the increasing disparities in business ownership rates and business success trajectories amongst African Americans and other minorities within the community. Challenges include access to business technical assistance, capital, administration capacity, financial literacy, and other resources needed to develop a successful competitive business. KCBCC will serve as an essential bridge to connect communities of color with business resources provided by the City and other agencies.

This program will provide practical business advice and resources to entrepreneurs/start-up businesses and established small businesses, particularly amongst communities of color, and assist in addressing disparities in business ownership and access to resources within disadvantaged areas of the community.

Key program goals include:

Goal 1: Six-week session of the KCBCC's Small Businesses Training Academy, with in-depth training on several business topics including finance, administration, marketing, and access to capital.

Goal 2: Three procurement and crisis management training workshops.

Goal 3: Individual consultation services based on clients' needs.

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

Program Budget

Direct Personnel Costs	\$11,400
Small Business Academy	\$18,750
Workshops	\$8,000
Other Direct Costs	\$11,500
Indirect Costs	\$5,500

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
- Utilities
- Mortgage/Rent
- Operating Expenses
- Equipment
- Products
- Software and Subscriptions
- 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

	<ul style="list-style-type: none"> ○ 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: KCBCC Proposal



Cover Sheet

City of Bakersfield Entrepreneurship Ecosystem Technical Assistance Grant Program

Kern County Black Chamber of Commerce

Program Contact: Nick Hill, President/CEO

Mailing Address: 2623 F Street Suite F

Bakersfield, CA 93301

Kbccpresident@outlook.com / Info@kcbcc.co

(661) 444-5058 / (661) 376.2853

Impact Statement

Mini microbusiness and several microbusinesses were disproportionately affected by covid 19, this only added to the generational disparity towards the minority businesses, and it caused irreputable harm to many small businesses causing several small businesses to close their doors, and file bankruptcy, because there was no financial support.

Large Companies vocally support minorities and their diverse cultures but practice policies that keep systems of injustice intact. African Americans and other minorities often bear the brunt of corporate DISCRIMINATION. African American businesses have been historically plagued by generational disparities, and these same disparities still ring true today and with the emergence of covid-19 it only adds to additional hardships especially on African American businesses because of the lack of generational wealth and venture capitalist. making it much harder for African American business to recover in an unforgiving climate.

Our small business academy will Address the issues of marketing, community engagement, revenue growth strategies, developing a business plan, financial literacy, and assisting in increases productivity strategies.

We visited small pop businesses and discovered that many small businesses were not legal therefore they would miss out on any grants, and any low interest loan that were offered due to the pandemic. KCBCC has an ongoing training program to address the disparities of our local small businesses.

The fact that procurement is a buzz word that eludes the African American community, there is less than ½ of 1 percent of African American businesses that are certified to do business with the (SBE), (DVBE) state of California, and this number is even lower with the (DBE) federal procurement. 98 percent of minority businesses have no clue what certification is, or knowledge of the fact that there is absolutely no cost for certification on the State or Federal level.

There has never been any real outreach activities to change this practice, therefore these contract continue to circulate to the same companies and the companies within their teaming agreements and established families, and with the emergence of SB605 it increased the threshold to \$15 million dollars for small businesses and \$5 million dollars for micro businesses to extend their relationships with these government entities, while the average African American small business definition is around \$50 thousand. There is also a (CBA) that is and should be attached to most federally funded programs.

Hopefully with the passing of AB 2019 this practice will change and allow more truly small and micro business more participation.

California SB Certification; , the CA SB Certification allows city, county, colleges, hospitals, state agencies and schools to apply directly to a certified vender without posting a public competitive bid for any purchases between 5,000- 249,999.

Prime Contractors are in sensitized and sometime required to use SB contractors as a sub-contractor on their government contracts.

This program of entrepreneurial information delivered by experienced business professionals is designed to teach beginning entrepreneurs and existing small business owners how to build and/or restructure their businesses in today's dynamic everchanging small business environment. The program offers an outstanding opportunity for participants to invest in themselves and their future success. Participants should have a solid plan for their prospective business. This course will provide resources, learning, and pathways toward an understanding of what you are going to do and the timeline to achieve the goals for your business.

This program will address the negative effects of covid -19, Assist closed small businesses to reopen, and identify new businesses.

- Small businesses are closing their doors.
- how to stay afloat during this unprecedented time.
- identify grant and loan programs.
- assist with marketing.
- financial literacy
- employee layoff
- small business unable to meet financial obligations.
- decrease traumatic losses.

The expected results.

- We will create ten new businesses.
- Certify Twenty Businesses on the state and federal level.
- We will create more job opportunities by expanding the current business.
- Increase and legalize the number of small businesses in the city of Bakersfield.
- Register businesses with the city through planet bid.
- Small business will boost the economy.
- Job Creation
- Contribute to economic recovery and job growth.
- Successful small business will recirculate money back into the local community.
- More independent startup means more jobs for local workers and more money for local businesses and professionals and the economy.

Project Description

KCBCC has consistently proven over the last twenty years to meet deadlines and achievements in the areas of project services for entrepreneurs, startups, small businesses, to ensure that small businesses are duly qualified to compete in today's unstable business climate that has forced many businesses to close their doors.

KCBCC in 2019 establish protocols to address the negative effects of covid-19 by offering the small businesses in Bakersfield free training through our small business academy, certificate of completion, and at no cost, 1-year free membership, and a five-hundred-dollar Stimulus check, and a seven-hundred-and-fifty-dollar scholarship to assist with rent, utilities, or inventory.

After the successful completion of the program, and to this day some of those members can maintain their membership with KCBCC which also means that their business is still to this day is in good standing in the city of Bakersfield.

This need was determined by numerous phone calls that our office received seeking assistance with their small business. Surveys that our office conducted with small businesses here in the city of Bakersfield and also by walking the streets, visiting, small businesses to establish what their immediate needs were in order to accurately assist the small businesses. We also discovered that a number of pop-up businesses at the local flea markets and fairs were not legal and did not have a city license or fictitious filing. To combat that issue, we scheduled workshops with Professor Jeremy Woods of CSUB, Morgan Clayton of Tel Tec Security, and Keith Brice of Mid State Development Corporation and these workshops were free of charge with an incentive to actually pay all participants city business license, fictitious filing, and basic bookkeeping for completing the one-and-a-half-hour workshop. We also on a continuing basis partner with CSUB's small Business and Development Center, Hispanic Chamber of Commerce, African American Network of Kern County, and various businesses in the city of Bakersfield to reduce the negative economic impact of the covid -19 pandemic.

- We will continue to increase small business in the city of Bakersfield,
- we will increase state and federal certifications.
- We will continue to market small business and introduce small business to procurement.
- We will assist small businesses in marketing.
- We train small businesses in profitability.
- We will have six workshops.
- Basic Bookkeeping

Use of funding

Trainers (6 weeks sessions, 36 Courses)

Onsite Venues (15 sessions)

Materials (Copy, Brochure, curriculum development)

Equipment (Audio, video, rental)

Support Staff (36 sessions, average 3 staff members, scheduling, calling, filing, data entry)

Travel, set up)

Marketing Materials (Adds, Print, Mass media)

Consultants (Crisis Communication, procurement, expert, consultations)

Direct and Indirect (internet, rent, utilities, accounting, bookkeeping, refreshments)

Travel (COI, Hard to reach, functions, events)

Work Plan

KCBCC through the years have developed curriculum and workshops to address the ongoing racial disparities that many small businesses face.

KCBCC has a long history of training small businesses to adapt to different obstacles through their course of the business. Our curriculum supports ongoing training through small businesses training workshops, in person and online. KCBCC will train small business at different levels and different paces because all small businesses are not created equally, we will evaluate each business at their level, test, evaluate the results, establish the deliverable, accommodate for different levels of learning and determine how improve and monitor each applicant on an ongoing basis to establish successful business.

Measurement we will accomplish this goal, by measuring objectives collect and maintain data collection process. Follow up with all businesses and the program and those that will be in the program, develop a survey to ensure that small businesses understand the process and establish a reporting plan to seek out measurable outcomes.

Smart Goals

SPECIFIC: Complement the training program with On-Site Support (OSS) with established trainers in business that understand the successes and failures, KCBCC will ensure that small business will be able to compete on an equal level,

MEASURABLE: Setting milestones along the way while offering the opportunity to re-evaluate and course correct along the way as needed.

ATAINABLE: Ensuring that the goals set are achievable, reasonable within the training period to keep our clients motivated and focused. Knowing the credentials, experience, and skills necessary to succeed in small business, and understanding that additional preliminary steps may have to be considered to keep clients on track.

REVELANT: Making sure that the goals align with the value of the program and contribute to the client's long-term goals as a viable and successful business, and at the same time establishing generational wealth to pass down to the next generation.

TIME BASED: During the training period ensuring that the client can stay on track to successfully complete the program within the allotted time frame, while allowing extra assistance for those who may be having a harder time following than others.

Complement the training program with On-Site Support (OSS) with established trainers in business that understand the successes and failures, KCBCC will ensure that small business will be able to compete on an equal level, measure progress, Measurable outcomes curriculum development, On-site Support, One on one counseling, Business Basics, Finance, Strategy, Marketing, how to avert/react to a crisis, and evaluate credit worthiness.

In a defined planned manner, we will evaluate, test, validate results, establish the deliverables at a different pace to accommodate for different learning levels and determine how to improve and monitor each applicant” on an ongoing basis to establish successful businesses.

KCCBCC Small Business Academy will teach the following.

- Starting a business
- Fundamentals of Entrepreneurship
- Small Business ownership
- Legal, Tax and liability considerations
- Tax implications
- Liability Protection
- Intellectual Property
- Marketing
- Branding
- Sales Strategies
- SBE , DBE, DVBE, Certifications
- SBA resources review
- Understanding Business Finances
- Lending
- Grant Opportunities

We will identify benefits and risks, explore business model options, and understand the key elements needed to launch, grow, and sustain a successful business.



Organizational Information

The Kern County Black Chamber of Commerce has been a vital and instrumental component to our business community. Serving our businesses has never been more important than now as we work together to navigate these uncertain times. We are very excited about the future of our community and the success of our members. As always, our organization provides unmatched opportunities to align with old and new relationships and network with prospective customers, as well as a dynamic schedule of events!

The programs and events provided to our members offer extraordinary opportunities to enhance networks & relationships. As we look to the future, we continue our strategic planning for this quickly evolving business environment to offer our members more tools to be successful moving forward.

The last 2 years has been like no other we have witnessed, and this Chamber went into high gear to support its members and shine a light on them in the wake of troubling times, we were able to award stimulus checks to some of our members, and scholarships through our Small Business Academy and the partnership with Old Gold Ventures and the City of Bakersfield. As President, it made me very proud to be part of an organization which was so supportive of local business, a true passion of mine. The Chamber proudly acted as a marketing arm for many of the businesses who understandably needed assistance during the time of COVID-19. Through the use of social media, customized videos, business consultation, and events designed with health and safety as the priority, the Chamber showed its strength and innovation to assist and advocate for its membership – and it worked!

Proactively serving a diverse membership consisting of entrepreneurs, businesses professionals, corporations, and government entities with the overriding goal of helping these critical constituencies capitalize on the many opportunities. We develop, promote and advocate for African American business and diversity while encouraging the advancement and economic growth of the Kern County community. We need to ensure that our members continue to be the #1 reason that we exist.

Nick Hill has numerous professional experiences some of which include: **Former California Council of Black Chambers President, Former California Council of Black Chambers consultant, DJN Enterprises inc. president/C.E.O. (sb)certified #2012128, (dbe)#46145** in Consulting and management, UEI: VA6CXXAGVK26 Trucking, Business Manager for Kern Minority Contractors Association, Sales Manager CCI logistics, multi-unit management where he achieved numerous goals amongst which was set up the task force in 9 cities in Southern California with credit challenge stores, Business Advisory Council for the California High-Speed Rail, Local accountability plan for Kern High School District, Friendship House Advisory Board,

Workforce Development Board

A bottom-line expert who has used his skills, experience, and vast knowledge to assist numerous organizations grow from the mid-west to the West coast. His in-depth knowledge in a wide array of fields and specialties has helped him become one of the most sought after consultants by various businesses and organizations in Bakersfield, Sacramento, Fresno, Stockton. Nick Hill is skilled in different



niches which include – Strategic planning and implementation, cost control and estimation, forecasting, team building, project, skills, crisis and account management, supervision, and a lot more.

Nick Hill is also an Alumnus of the Chicago Police Academy where he was assigned to unit 147 of the operations section of the Chicago Police Department, and Hamburger University in Oakbrook. He has an A+ certification, and he's also a certified Net Ware 5 administrator – Microcomputer specialist, and a gold seal of applied excellence in equipment, certified with the state of California and certified with the federal government in consulting & management. All these skills make him a prized asset for any organization he's involved with.

Excelling over all his counterparts P&Ls in the restaurant industry, credit industry, collection and logistics, management amongst others. He moved a business in the rent to own industry ranked #123 to #7 in the nation in 14 months by consistently being #1 across the western region. Some of the highlights of his expertise include guiding an organization pay off a 30-year hard money loan in two months, through effective account management and strategic planning and implementation. He also brought two non-profit organizations in Bakersfield from the brink of bankruptcy using his experience and expertise.

He also shows exemplary leadership trait that was much evident during his time has the President /C.E.O. of Council of Black Chambers across the state of California, he is the current and two-time President of Kern County black chamber of commerce, from 2013 to 2015, and returning in Feb. 2019 to present bringing the chamber out of the red during both tours, also Northern California Black Chamber Presidents Association secretary, Currently the Project manager for the reconstruction of the Elks Lodge. Nick Hill has proven countless times that he's a bottom-line expert in achieving success and breaking records.

Cassi Love is the executive assistant to Nick Hill , Cassi has been with the chamber for three years her duties include Providing administrative assistance, such as writing and editing e-mails, drafting memos, and preparing communications on the executive's behalf ,Maintaining comprehensive and accurate records, Performing minor accounting duties , Organizing meetings, including scheduling, sending reminders, and organizing catering when necessary, Answering phone calls in a polite and professional manner, Managing calendars, including making appointments, and welcome visitors and identifying the purpose of their visit before directing them In the appropriate department.

(IRS determination letter attach)



Capacity

KCBCC existence started in 2002 here in Bakersfield, ca because there was significant need to identify communicate and address the needs of the African American entrepreneur in the City of Bakersfield. We have successfully guided small businesses to new heights through our small business academy, one on one training and counseling, various workshops in support of small business we have offsite learning centers and online training Which has excelled many businesses. Our curriculum module and trainers are currently in place and our program could start as early as March 2023.

Project Budget

(See attached)

Project Schedule

- We tentative a schedule for 15month schedule beginning March 2023.
- A minimum of Three six-week courses of the small business academy.
- 6 – 8 procurement workshops
- Unspecified amount of one-on-one counseling



Operational Budget

See attached

Financial Statements

See attached

Board of Directors Roster

- Mark Parham, Chair
Human Resources, Chevron
9525 Camino Media Bakersfield, CA 93311
661.412.6366
- Nicholas Hubbert, Secretary
Operations Superintendent, Get Bus



1830 Golden State Avenue
Bakersfield, CA 93301
661.869.6303

- Angela Goff
Overseer, Liberty Worship Center
8801 Hst
Bakersfield, CA 93301
661.397.4111
- Natasha Brooks
Agent, Health Net
6500 Hidden Cove Ct
Bakersfield, CA 93307
831.261.7210
- Carol English
Aera Energy
10511 Coronado Pointe Dr
Bakersfield, CA 93311
661.858.8227
- Shanita Ford
CEO, Aunties Babies Family Child Care
3409 Westchester Ave
Bakersfield, CA 93309
661.670.4031
- Eugene Gardner
Globe Life Insurance
1011 Stine Rd
Bakersfield, CA 93309
404.790.1677
- Alphonso Rivera
CEO, Digital Forensics Technology Education
3434 Truxtun Ave #180
Bakersfield, CA 93301
661.520.9083
- Chei Whitmore



Market President/Administration, Valley Strong
4530 Ming Ave
Bakersfield, CA 93304
661.833.7075

Organizational Staffing Chart

Nick Hill, President

Cassi Love, Executive Assistant

Natesha Johnson, Consultant

Karen Shaw, Volunteer

Angela Bostick, Volunteer

Unique Entity Identifier - #ETS3NQSUAP28

Kern County Black Chamber of Commerce has over twenty years of advocating for small business and minority participation to combat the disparities facing the low to moderate income entrepreneur, which means we are fully equipped to instruct potential business owners and midsize businesses to be a catalyst bridging the generational gaps and an inclusive environment to supply the business tools and resources for small business to become successful.

All of the above services are covered in our Small Business academy, a service that KCBCC offers on an ongoing basis, with proven strategies to increase the financial footprint for all of our members.

B.4 government and private procurement.

The fact that procurement is a buzz word that eludes the African American community, there is less than ½ of 1 percent of African American businesses that are certified to do business with the (SBE), (DVBE) state of California, and this number is even lower with the (DBE) federal procurement. 98 percent of minority businesses have no clue what certification is, or knowledge of the fact that there is absolutely no cost for certification on the State or Federal level.

There has never been any real outreach activities to change this practice, therefore these contract continue to circulate to the same companies and the companies within their teaming agreements and established families, and with the emergence of SB605 it increased the threshold to \$15 million dollars for small businesses and \$5 million dollars for micro businesses to extend their relationships with these government entities, while the average African American small business definition is around \$50 thousand. There is also a (CBA) that is and should be attached to most federally funded programs.

Hopefully with the passing of AB 2019 this practice will change and allow more truly small and micro business more participation.



California SB Certification; , the CA SB Certification allows city, county, colleges, hospitals, state agencies and schools to apply directly to a certified vender without posting a public competitive bid for any purchases between 5,000- 249,999.

Prime Contractors are in sensitized and sometime required to use SB contractors as a sub-contractor on their government contracts.

DVBE (Disabled Veterans Business Enterprise); Any California based company that is 51 percent owned by disabled veterans come with similar benefits but allow a business to gain access to an additional 5 percent of state contracting budgets.

California DOT DBE Certification offered by all states by their department of transportation, if you are in shipping airports county public transit programs and all major highways, street, tunnel, and bridge construction.

Private sector MBE WBE Certification this field covers business to business certification govCERTs offers to main certifications the WBE enc WBE and NMSDC MBE both have a national coverage and carry similar and specialize and supplier diversity program.

We partner with DJN Enterprises Inc. a company who has provided businesses with the proper training to receive their State and Federal, and women owned certifications, (CUF), Capability statements, assisted in developing a client's web page geared toward government contracting, register to receive notifications, provide access to training resources, instructional videos, attend outreach events, and supplying clients with procurement advocates to assist in the navigation process to locate potential contracts, Understanding the invoicing and payroll procedures. How to register with the city of Bakersfield through (planet bid). Also explain how minority businesses and micro businesses can begin the process and take advantage of the (SB option and minor B option to get their foot in the door, which would truly enrich the lives of the citizens in the city of Bakersfield, teach the value of teaming agreements, bonding, making sure a client is aware of the possibility of having the where with all to complete a project before potentially getting paid. DJN Enterprises was also the business manager for Kern minority contractors' association. We also sit on YOLO, MONO and Kern County workforce development board. Also, Business Advisory Council for the (CHSR) California High Speed Rail and has received years of training from the California Department of General Services.

B.12 business resilience such as emergency preparedness, disaster economic recovery, succession planning; among other areas.

DJN Enterprises Inc provides training for crisis communication with a full curriculum with a power point presentation, Q&A, work sheets, modules to fully explain the virtues of crisis preparedness, and the potential avoid a possible crisis with proper planning with key people, or ensuring that systems are in place and that a key spokesperson is properly trained to make a holding statement to reduce speculation in the court of public opinion and to ensure the general public that the situation is under control, and more details will follow. Most fortune 500 companies already have this system in place, but if you ask a small business about crisis communication, the normal response would be, we don't need that. So, understanding the importance is key, because it's not a matter of if, it's a matter of when.



Bakersfield, CA 93307

661.388.7552

DJNenterprise.com

DJNenterprise@outlook.com

SBE Certification #2012128 DBE Certification #46145 UEI; VA6CXXAGVK26

Professional Business services & Consulting

Learn how to survive and gain a competitive edge over competitors in your industry with the best business services and consulting company. Our business consultants are experienced in helping micro businesses, small businesses, and no-profit organizations adapt to today's work environment and dynamics.

Our services

· Government contracting

Get chosen to perform a specified task, provide labor and materials, or sell goods and services for the government or a specific agency. Contribute positively to the public and gain official verification to apply for more official government contracts.

· State and federal certifications

As experts offering government contracting services, we also offer state and federal certification services to provide the verification needed to apply for numerous government contracts.

· Outreach and community engagement

Build a bond with your community and specific groups with several outreach and community engagement programs that foster relationship building and togetherness with your brand and environment.

· Business management



Get the right support needed to manage, coordinate, and organize your daily business activities from experts. We help businesses to accurately allocate their resources in ways that contribute to their goals and needs.

· **Crisis communications**

Pass important information during threats that disrupt normal business activities. Create effective protocols, technologies, and systems that facilitate information dissemination during unsteady times.

Result-driven to serve your unique goals.

We also offer a flexible service that includes crisis communication and outreach services that show our stellar management skills. We're passionate about encouraging innovation; so, our services are tailored to your unique niche and business needs to help your brand and business thrive.

We are equipped with the tips and skills to help you grow and expand comfortably.

KCBCC Proposed Budget

Item	Activities	Costs	Budget
Quarter 1			
Project Coordinator	Grant invoicing & data reporting	hours	\$2,000
Support staff	Scheduling, calling, filing, data entry, set-up	hours	\$1,800
Marketing	Business outreach	Ads, print materials, media	\$2,500
Indirect	Indirect	Internet, rent, utilities, accounting, bookkeeping, software, hardware	\$3,500
Quarter 2			
Small Business Academy	6 week session (36 courses)	Trainer, consultants, Venues, materials, equipment rental, refreshments	\$18,750.00
Procurement/Crisis Mangement	Three workshops	Consultants, Venues, materials, equipment rental, refreshments	\$8,000.00
One on One Counseling	Various topics	hours	\$6,000.00
Project Coordinator	grant invoicing & data reporting	hours	\$2,000.00
Support staff	See above	hours	\$1,800.00
Marketing	Business outreach	See above	\$2,500.00
Indirect	Indirect	See above	\$1,000.00
Travel	Travel	Federal milage rates	\$500.00
Quarter 3			
Project Coordinator	Grant invoicing & data reporting	hours	\$2,000.00
Support staff	See above	hours	\$1,800.00
Indirect	Indirect	See above	\$1,000.00
Total			\$55,150.00

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.
To: Attn: Address:		
City of Bakersfield Economic & Community Development Dept 1600 Truxtun Ave., 3 rd Floor Bakersfield, CA 93301		
From: [Organization] _____		
Mailing Address: _____		
Email: _____		
Phone: _____		
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. 		
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>		

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