

**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 COMMUNITY COLLEGE DISTRICT, BAKERSFIELD COLLEGE'S LAUNCHPAD**, a United States Government Entity. (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 **Three Hundred Fifty Thousand Four-Hundred Thirty-Nine Dollars (\$350,439)** 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, 3<sup>rd</sup> Floor  
Bakersfield, CA 93301**

If directed to SUBRECIPIENT, addressed to:

**Kern Community College District  
Bakersfield College's Launchpad  
2100 Chester Avenue  
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. \_\_\_\_\_

"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 COMMUNITY COLLEGE DISTRICT,  
BAKERSFIELD COLLEGE'S LAUNCHPAD**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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 KCCD’s Launchpad provides business development resources and educational workshops to increase the number of new entrepreneurs and successful small business owners in Kern County by focusing on providing economic recovery and revitalization resources tailored to the needs of the participating entrepreneurs at different stages in their business development.

This program will provide practical business advice and resources for minority communities, including women-owned, Black-, Indigenous-, and People of Color (BIPOC)-owned, and LGBTQ-owned businesses, and assist in addressing disparities in business ownership within disadvantaged areas of the community.

Key program goals and objectives:

**Goal 1:** Develop an outreach and engagement plan to enroll participants in the Bakersfield Entrepreneurship Ecosystem Technical Assistance Program.

Objective 1.1: Develop protocols and measures for administration of work among the project partners and ensure adherence to compliance mandates.

Objective 1.2: Establish point-of-contact and/or staff for each service provider to oversee undertaking of needs and supporting documents of the program.

Objective 1.3: Conduct coordinating meetings with partner service providers to assess feedback of enrollment process.

Objective 1.4: Develop administrative documents including invoicing, progress reporting, timesheets, and additional supporting documents for service providers.

Objective 1.5: Secure current curriculum from service providers (if applicable).

**Goal 2:** Hire Adjunct Faculty / Professional Experts to support Entrepreneurship Academy.

Objective 2.1: Identify appropriate KCCD personnel classification for two (2) Adjunct Faculty / Professional Expert positions.

Objective 2.2: Review Kern College CD human resource guidelines for recruitment and selection.

Objective 2.3: Recruit industry experts to serve on hiring committees.

Objective 2.4: Extend employment offer to select candidate.

Objective 2.5: Provide extensive training of program goals and objectives to new Adjunct Faculty / Professional Experts.

**Goal 3:** Deliver educational opportunities, supportive services, and foster collaborations with area entrepreneurs, start-ups, and small businesses within Bakersfield's disadvantaged communities (located within the targeted qualifying census tracts).

Objective 3.1: Collaborate with Kern College CD internal marketing department to produce quality content.

Objective 3.2: Determine the experience level of participants in order to direct them into the appropriate opportunities and/or services.

Objective 3.3: Participant enrollment and completion of educational and supportive service opportunities provided.

Objective 3.4: Establish and maintain participant feedback and testimonials of program for data collection and improvement processes.

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

### **Program Budget**

|                        |            |
|------------------------|------------|
| Direct Personnel Costs | \$ 227,863 |
| Consultants            | \$ 64,750  |
| Other Direct Costs     | \$ 25,968  |
| Indirect Costs         | \$ 31,858  |

### **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   |
|----------------------|---|
| <b>Business Plan</b> | <ul style="list-style-type: none"> <li>● You must develop a budget and a comprehensive road map (business plan) for your business. <ul style="list-style-type: none"> <li>○ Description of the business</li> <li>○ Innovative product or service</li> <li>○ Advertising/Marketing plan</li> </ul> </li> </ul> |

|   |  |
|---|--|
|   | <ul style="list-style-type: none"> <li>○ Organizational management and personnel description</li> </ul>  |
| <b>Technical Assistance</b>   | <ul style="list-style-type: none"> <li>• Provide a detailed description of the technical assistance received, such as: <ul style="list-style-type: none"> <li>○ Entrepreneurship/small business training programs offered by an organization approved by the City of Bakersfield.</li> <li>○ Workshops and one-on-one consulting sessions.</li> </ul> </li> </ul>  |
| <b>Business License, Use Permit, State License/Partnership Agreements, Fictitious Business Name (As Applicable)</b> | <ul style="list-style-type: none"> <li>• 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)</li> <li>• Hold valid City of Bakersfield business license.</li> <li>• Other forms of business documentation as applicable.</li> </ul> |

### 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, 3<sup>rd</sup> 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: KCCD Proposal



## Cover Sheet

**Project Title:** City of Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program

**Organization Name:** Kern Community College District, Bakersfield College's Launchpad

**Program Contact Person:** NaTasha Johnson, Director of Entrepreneurship and Workforce Development

**Mailing Address:** 2100 Chester Ave., Bakersfield, CA 93301

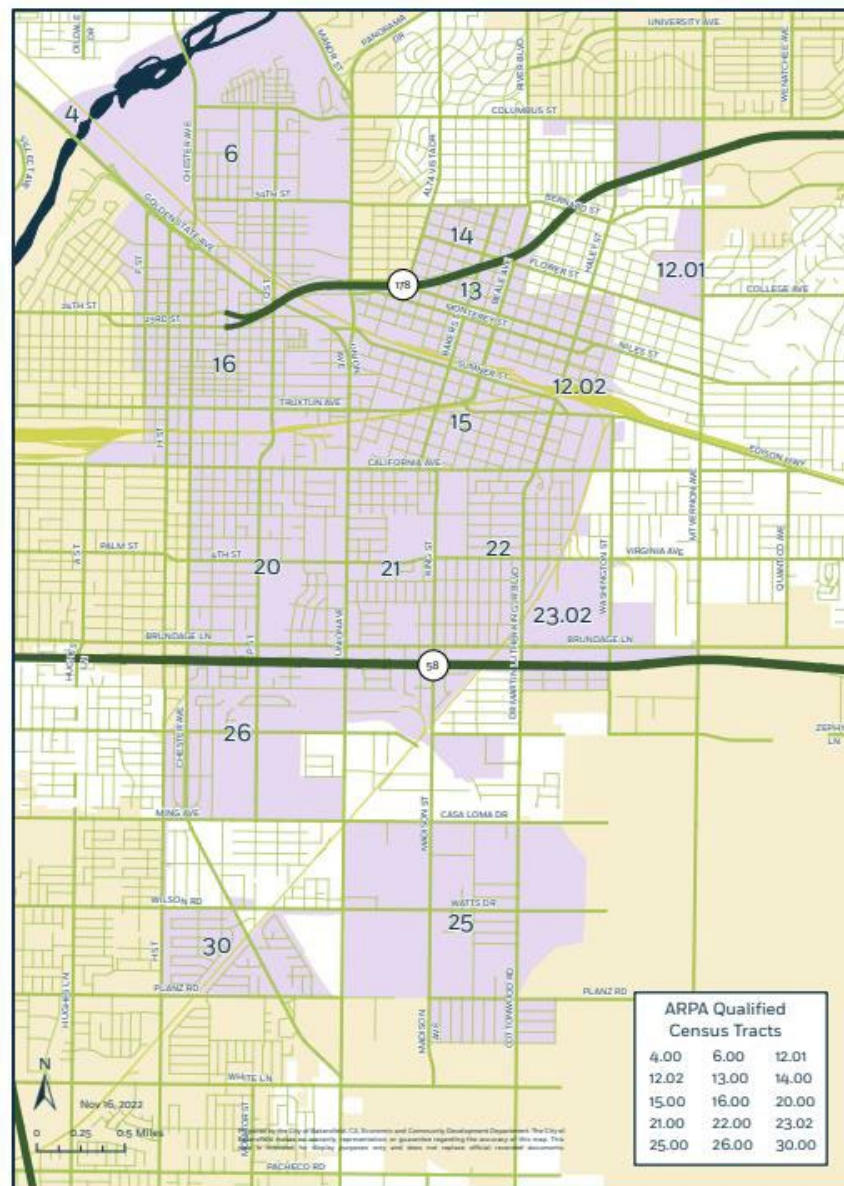
**Email Address:** [natesha.johnson@bakersfieldcollege.edu](mailto:natesha.johnson@bakersfieldcollege.edu)

**Phone Number:** (661) 395-4104

## Impact Statement

The Kern Community College District (Kern CCD), through Bakersfield College's (BC) Launchpad, will use the Entrepreneurship Ecosystem Technical Assistance and Grant Program to make a favorable impact on the entrepreneurship ecosystem and target audiences in the City of Bakersfield and address economic impacts of the Covid-19 pandemic on area small businesses.

Through partnering with other area technical assistance providers, Launchpad programs will focus on providing economic recovery and revitalization via technical assistance to entrepreneurs, start-ups, and small businesses, particularly within Bakersfield's disadvantaged communities (located within the targeted qualifying census tracts).



## Project Description

*Mission:* The Bakersfield College Launchpad exists to empower its student and all residents of Kern County with entrepreneurial resources to successfully launch and grow small businesses through the delivery of educational opportunities and support services and through fostering collaboration.



*Vision:* The vision of Bakersfield College Launchpad is to increase the number of new entrepreneurs and successful small business owners in Kern County by collaborating with local likeminded community organizations and industry partners within the existing entrepreneurial ecosystem.

The Bakersfield College Launchpad is in the Weill Institute, in the heart of Bakersfield, to assure it is the center of free resources for entrepreneurs and small business owners throughout Kern County.

### Benefitting City Residents

Kern CCD's Bakersfield College Launchpad provides resources and educational workshops for entrepreneurs to help start and grow businesses in our community. The Launchpad is a resource guide for delivering educational opportunities and support services, and through fostering collaboration to empower entrepreneurs, start-ups, and small businesses with entrepreneurial resources.

The Launchpad offers a multitude of business support services for entrepreneurs, start-ups, and small businesses. Our assistance includes one-on-one counseling and coaching with educational staff and industry partners, training for incubators and acceleration businesses, a co-working office space, entrepreneurial readiness through workshops and no cost noncredit courses.

With the help of Kern County community business leaders/partners, the Launchpad:

- helps to determine what skills are needed for businesses to survive and compete in the current marketplace;
- offers several tuition free noncredit courses to enhance business skills;
- provides earned certificates of completion in office skills, sales, entrepreneurship and more; and
- hosts a series of one- and two-day workshops providing the training in real-world skills needed to grow a business from idea to reality.

Resources include:

- The Launchpad offers a hybrid (in-person or online) "Launch and Learn" series for small businesses to learn from where they are at. These series are led by industry leaders who are known experts in their fields.
- [StartItUp](#). Bakersfield College Launchpad and Kern Initiative for Talent + Entrepreneurship have partnered with StartItUp to help entrepreneurs build and grow successful businesses. This includes mobile app Kern County CD that creates a dashboard for tracking participants and engagement. Mobile App - increases an



entrepreneurs' chances of success by matching entrepreneurs with an Advisor and helping their progress with a range of business and Artificial Intelligence tools

- Advisory to the Entrepreneur Club - the Bakersfield College Entrepreneur Club provides resources that enable entrepreneurs to launch their ideas by developing and executing new ventures. The club meets multiple times throughout the semester and offers a support system for entrepreneurs regardless of age, background, or stage of business.
- Bilingual - the center welcomes local bilingual/bicultural students seeking to improve their language skills while gaining the skills required to start and grow a business. Launchpad's focuses on the growth to provide business technical resources to rural communities around Kern County.
- Computer Lab - support staff in the computer lab at the BC Launchpad are focused on enhancing the learning experience of entrepreneurs throughout Kern County.
  - Scan & Print - allows for document scanning and/or printing from any lab computer.
  - Software - has common software needed, including: Microsoft Office, QuickBooks, Adobe Photoshop, etc.
  - Wi-Fi - offers free Wi-Fi and team working tables.
  - Equipment - many technology items that can be borrowed for a few hours while in the Launchpad.
    - Calculators - graphing and scientific.
    - Presentation Equipment - HDMI/VGA Adapters suitable for any Mac or PC for presentation purposes.
    - Phone Chargers - iPhone and Android phone chargers available.
    - Laptop Chargers - for all Mac laptops available, HP and Dell chargers as well.
    - Headphones - available for use in the lab.
    - Computer Mice - for use on laptops for working more efficiently.
- Webinars, Certificates & Classes - offers several noncredit certificates to improve business skills. From office skills to entrepreneurship, we want to help you be a success.
  - Noncredit Certificates of Completion - courses for earning these certificates are tuition free.

|   |  |
|---|--|
| <ul style="list-style-type: none"><li>○ Basic Internet Skills</li><li>○ Basic Office Skills</li><li>○ Basic Office Software Skills</li><li>○ Customer Relations</li><li>○ Digital Marketing for Small Business</li><li>○ Entrepreneurship</li></ul> | <ul style="list-style-type: none"><li>○ Powerful Presentation</li><li>○ QuickBooks Basics for Small Business</li><li>○ Information Technology</li><li>○ Recruiting and Managing Employees</li><li>○ Sales Techniques</li></ul> |
|---|--|

More information on hours and classes can be found on our website under [Noncredit Certificates](#), and information on the certificate of completion application can be found under [CE Certificate Applications](#).

## **Bakersfield College Entrepreneurship and Innovation Programs**

### **Entrepreneurship Academy**

Our Entrepreneurship Academy is entirely free. Students will develop a business idea, create a prototype, develop a business plan, execute a marketing strategy, and pitch for capital. By the completion of this academy, students who successfully pass each course will earn four Certificates of Completion. Students must enroll in all courses and pass with a P in order to earn the four certificates.

Bakersfield College provides two different modalities of instruction for this academy. Students can enroll and complete the academy **entirely online or enroll and take the courses in the evenings face-to-face at the Launchpad.**

The Entrepreneurship Certificate of Completion (NC) provides a framework for students to develop business ideas and a business plan to execute those ideas. The certificate guides students through six workshops that allow for the development of a result-oriented business plan. The business plan enables businesses to gain an important competitive advantage.

#### **Courses:**

OFFT B66NC – Introduction to Entrepreneurship

OFFT B67NC – Business Plan I: Executive Summary

OFFT B68NC – Business Plan II: The Organizational Plan

OFFT B69NC – Business Plan III: The Marketing Plan

OFFT B70NC – Business Plan IV: The Financial Plan

FT B71NC – Execution of Business Plan

Our core learning-based curriculum and workshop series includes business planning, access to capital, revenue growth strategies, procurement and government contracting, entrepreneurial mindset and business resiliency planning.

#### **Historical data for the Entrepreneurship Academy:**

Summer 2022 Entrepreneurship Academy: 13 sections offered, 44 total students enrolled

Fall 2022 Entrepreneurship Academy: 18 sections offered, 89 total students enrolled

Spring 2023 Entrepreneurship Academy: 26 sections offered (13 face-to-face at Launchpad and 13 online), 107 students enrolled two weeks away from the start (2/6/23)

A key component of the Launchpad's proposal lies in the inclusion of key established partnerships with other area technical assistance providers, most especially those who specifically support SMEs in disadvantaged communities.

These include the: Kern County Black Chamber of Commerce, Kern Inclusive: Entrepreneurship Hub, Kern County Hispanic Chamber of Commerce, and TDH Consulting.

- **Kern County Black Chamber of Commerce (Nick Hill, President/CEO)** is an advocate for Black Business Growth and economic development. The Chamber is committed to good business and entrepreneurial growth. The Kern County Black Chamber of Commerce

provides entrepreneurial training, access to capital, partnership with government and corporate agencies. We will continue to create black wealth.

- **Kern Inclusive Entrepreneurship Hub (Ali Morris, CEO)** is a program of the Regional Disenfranchised Business Development Project (RDBDP), a collaboration of 3C Capital Fund and the Northern California Black Chamber Presidents Association. Funded in part by the California Office of the Small Business Advocate, Kern Inclusive is presented in partnership with the University of Notre Dame, Urban Poverty and Business Initiative (UPBI). KIEH provides financial and technical assistance to help you start or grow your business.
- **Kern County Hispanic Chamber of Commerce (Jay Tamsi, President/CEO)** is a non-profit, non-partisan, and non-sectarian organization. It is a recognized Hispanic business resource and leader in the economic and business development of Kern County. As the largest Hispanic business organization in the region, the KCHCC can help you and your business access this growing and dynamic Hispanic marketplace.
- **TDH International Electric Works - Consulting (Troy Hightower, CEO)** incubator serves entrepreneurs, start-ups, and small businesses through our physical and virtual incubator located in downtown Bakersfield. The incubator supports entrepreneurs, start-ups, and small businesses in business planning, strategy, government and private procurement, expansion and revenue growth strategies, operations management, invoicing, project administration, and financial management.

### Determination of Local Need

According to the Economic Modeling Specialists Intl. (EMSI) Economic Overview report for Kern County, most of the businesses located here qualify as small and medium-sized enterprises (SMEs) -- (microenterprises: 1 to 9 employees; small enterprises: 10 to 49 employees; and medium-sized enterprises: 50 to 249 employees).

Business Size



\*Business Data by DatabaseUSA.com is third-party data provided by Lightcast to its customers as a convenience, and Lightcast does not endorse or warrant its accuracy or consistency with other published Lightcast data. In most cases, the Business Count will not match total companies with profiles on the summary tab.

Zippia<sup>i</sup> estimates (verified against BLS, Census, and current job openings data for accuracy) that:

- 48.6% of all business owners are women, while 51.4% are men;
- the most common ethnicity of business owners is White (70.8%), followed by Hispanic or Latino (14.4%), Asian (6.2%) and Black or African American (6.0%); and
- 10% of all business owners are LGBT.

As per the CA Employment Development Department<sup>ii</sup> the Bakersfield MSA's SMEs are comprised of:

| County | Enterprise Size   | Firms  | Establishments | Annual Payroll (\$1k) |
|--------|-------------------|--------|----------------|-----------------------|
| Kern   | Total             | 10,963 | 13,197         | 9,521,255             |
| Kern   | <20 employees     | 8,655  | 8,724          | 1,467,364             |
| Kern   | 20-99 employees   | 1,108  | 1,293          | 1,642,463             |
| Kern   | 100-499 employees | 367    | 720            | 1,655,701             |
| Kern   | 500+ employees    | 833    | 2,460          | 4,755,727             |

Broken out from the county, Bakersfield MSA's SMEs are reported to be comprised of:

| MSA Name        | Enterprise Size   | Firms  | Establishments | Annual Payroll (\$1k) |
|-----------------|-------------------|--------|----------------|-----------------------|
| Bakersfield, CA | Total             | 10,963 | 13,197         | 9,521,255             |
| Bakersfield, CA | <5 employees      | 5,668  | 5,679          | 445,928               |
| Bakersfield, CA | 5-9 employees     | 1,755  | 1,766          | 406,359               |
| Bakersfield, CA | 10-19 employees   | 1,232  | 1,279          | 615,077               |
| Bakersfield, CA | <20 employees     | 8,655  | 8,724          | 1,467,364             |
| Bakersfield, CA | 20-99 employees   | 1,108  | 1,293          | 1,642,463             |
| Bakersfield, CA | 100-499 employees | 367    | 720            | 1,655,701             |
| Bakersfield, CA | <500 employees    | 10,130 | 10,737         | 4,765,528             |
| Bakersfield, CA | 500+ employees    | 833    | 2,460          | 4,755,727             |

Thus, utilizing Zippia's established percentage estimates, the demographics of the 10,963 area SMEs with less than 500 employees can be estimated to be:

| Demographics                         | Firms  | Percentage |
|--------------------------------------|--------|------------|
| SMEs in Bakersfield, CA              | 10,963 | 100.0%     |
| Women-owned businesses               | 5,328  | 48.6%      |
| Hispanic/Latina/o-owned businesses   | 1,579  | 14.4%      |
| Asian-owned businesses               | 680    | 6.2%       |
| Black or African American businesses | 658    | 6.0%       |
| LGBT-owned businesses                | 1,096  | 10.0%      |

### Response to the Negative Economic Impacts from COVID-19 Pandemic

The impact of coronavirus 2019 (COVID-19) on entrepreneurs and small businesses has been devastating on our workforce. From mass layoffs to closure, entrepreneurial sustainability and financial fragility has created an economic downshift affecting our community's economic

mobility for growth. As a result, many firms were left with little or no cash on hand, debt, unemployment, and lack of financial assistance on how to pivot through this economic crisis.

In essence, firms were left with uncertainty of how to navigate through funding opportunities due to not having internal documentation of business structure, financial and business management, and entrepreneurial guidance. Additionally, the pandemic threatens the potential for innovation by greatly reducing access to capital and revenue for new start-up's and entrepreneurs.

To stack on the layers of barriers many firms faced, the compass of complexity for applying for funding deterred many from even applying. Yet, based on these many challenges, the pandemic tapped into the resiliency of small businesses and surged a new spark of creativity for solving problems for firms, new start-ups, and entrepreneurs alike. Building a more resilient small business community supported by a strengthening entrepreneurial ecosystem will ensure economic growth and equitable opportunities for small businesses and entrepreneurs.

The Bakersfield College Launchpad exists to empower residents of Kern County with entrepreneurial resources to successfully launch and grow small businesses through the delivery of educational opportunities and support services through fostering collaboration. As a part of Bakersfield College Workforce and Development vision, the Launchpad's aim is to focus on entrepreneurship mindset and resources by expanding the learning landscape, offer entrepreneurial and business courses, build community partnerships, and provide business technical support to entrepreneurs and business owners.



## Work Plan

The Bakersfield College Launchpad serves all residents of Kern County. Our entrepreneur outreach and community engagement centers on promoting entrepreneurial partnerships through the delivery of educational opportunities, supportive services, and fostering collaborations.

The overall project purpose for the Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program is to provide technical assistance resources to small businesses and entrepreneurs. Goals and objectives for this grant will add Bakersfield College Launchpad's Noncredit Entrepreneurship Certificate program on the latter end of existing technical assistance programs.

### WORK PLAN:

| Goals / Objectives |  | Major Tasks  | Timeline                       | Evaluation Methodology   |
|--------------------|--|--|--------------------------------|--|
| Goal 1:            | Develop an outreach and engagement plan to enroll participants in the Bakersfield Entrepreneurship Ecosystem Technical Assistance Program. |  |                                |  |
| Objective 1.1:     | Develop protocols and measures for administration of work among the project partners and ensure adherence to compliance mandates.          | Schedule orientation meeting with service providers to review participant eligibility requirements to qualify for grant funding. | Within 30 days of grant award. | Utilize existing documents and templates within the Kern County CD.            |
| Objective 1.2:     | Establish point-of-contact and/or staff for each service provider to oversee undertaking of needs and supporting documents of the program. | Define roles for planning staff and for the project.   | Within 30 days of grant award. | Create a project organizational flow chart to streamline communications.       |
| Objective 1.3:     | Conduct coordinating meetings with partner service providers to assess feedback of enrollment process.                                     | Assess feedback of enrollment process, implementing improvements as needed.  | Quarterly                      | Prepare and submit quarterly report and payment request to submit to the city. |

|                       |  |   |                                |   |
|-----------------------|--|---|--------------------------------|---|
| <b>Objective 1.4:</b> | Develop administrative documents including invoicing, progress reporting, timesheets, and additional supporting documents for service providers. | Identify appropriate tools for supporting documentation.  | Within 30 days of grant award. | Utilize existing documents and templates within the Kern County CD. Merge existing flow management systems from service providers, if applicable. |
| <b>Objective 1.5:</b> | Secure current curriculum from service providers (if applicable).  | Collaborate with service providers to review and support curriculum-based resources for small businesses. | Within 30 days of grant award. | BC Department Chair of Business and Information Technology will review curriculum for service providers.  |

| Goals/Objectives      |   | Major Tasks   | Timeline                       | Evaluation Methodology                                      |
|-----------------------|---|---|--------------------------------|---|
| <b>Goal 2:</b>        | Hire Adjunct Faculty / Professional Experts to support Entrepreneurship Academy.                                |   |                                |   |
| <b>Objective 2.1:</b> | Identify appropriate KCCD personnel classification for two (2) Adjunct Faculty / Professional Expert positions. | Review all relevant positions to determine appropriate classifications for project hires. | Within 14 days of grant award. | Meet with Human Resources staff to review onboarding goals. |
|                       |   | Identify job duties and needs for the program.  | Within 14 days of grant award. | Adhere to ARPA funding requirements for program.            |
| <b>Objective 2.2:</b> | Review Kern College CD human resource guidelines for recruitment and selection.                                 | Review Kern College CD personnel project roadmap for best practices.                      | Within 14 days of grant award. | Adhere to Kern CCD requirements and guidelines              |
| <b>Objective 2.3:</b> | Recruit industry experts to serve on hiring committees.   | Screen and select candidates for interviewing.  | Within 30 days of grant award. | Evaluation criteria.  |
| <b>Objective 2.4:</b> | Extend employment offer to select candidate.  | Hiring of two best matched Adjunct Faculty /  | Within 30 days of grant award. | HR hiring and onboarding policies.                          |

|                       |   |  |                                |  |
|-----------------------|---|--|--------------------------------|--|
|                       |   | Professional Experts.  |                                |  |
| <b>Objective 2.5:</b> | Provide extensive training of program goals and objectives to new Adjunct Faculty / Professional Experts. | Determine a plan for long-term and short-term performance goals. | Within 30 days of grant award. | Results of long- and short-term performance goals. |

| Goals/Objectives      |  | Major Tasks   | Timeline  | Evaluation Methodology  |
|-----------------------|--|---|---|---|
| <b>Goal 3:</b>        | Deliver educational opportunities, supportive services, and foster collaborations with area entrepreneurs, start-ups, and small businesses within Bakersfield's disadvantaged communities (located within the targeted qualifying census tracts).  |   |   |   |
| <b>Objective 3.1:</b> | Collaborate with Kern College CD internal marketing department to produce quality content.   | Coordination with project partners and  | Quarterly   | Submit to the City to provide share stories of success and photos to promote program with the City and/or partners. |
| <b>Objective 3.2:</b> | Determine the experience level of participants in order to direct them into the appropriate opportunities and/or services. Ex. If a small business has a prior completion of a technical assistance program, they will be directly referred to complete the Launchpad Noncredit Entrepreneur Certificate program (18 hours). | Evaluation of experience. Referral to appropriate educational or supportive services opportunities. | Ongoing (as participants enter the program at one of the partner sites) | Follow SBA protocols for small business advising as well as Launchpad and partner in-place procedures               |
| <b>Objective 3.3:</b> | Participant enrollment and completion of   | Enrollment in one of the following:   | Ongoing   | Participant enrollment and  |

|                       |  |  |                               |                                     |
|-----------------------|--|--|-------------------------------|-------------------------------------|
|                       | educational and supportive service opportunities provided.   | <ul style="list-style-type: none"> <li>▪ Bakersfield College Entrepreneurship and Innovation Academy</li> <li>▪ KCBCoC's entrepreneurial, or access to capital training</li> <li>▪ KIEH's financial and technical assistance</li> <li>▪ KCHCC's economic and business development programs</li> <li>▪ TDH's various trainings</li> </ul> |                               | successful completion.              |
| <b>Objective 3.4:</b> | Establish and maintain participant feedback and testimonials of program for data collection and improvement processes. |  | To be administered quarterly. | Prepare and submit success stories. |

## Organization Information

### Key Program Personnel

NaTasha "T" Johnson leads Bakersfield College's Launchpad as the Director of Entrepreneurship and Workforce Development. She has a heart for Bakersfield as an architect of change and is a product of local schools in and around Bakersfield. She earned her Master's in Public Administration at California State University - Bakersfield, with an emphasis in strategic planning and organizational development. She also has a certification in Diversity, Equity and Inclusion from Cornell University, NY.

NaTasha is the founder of Upside Academy, Inc., a non-profit organization that provides volunteer and community service opportunities for middle and high school youth in Kern. As the founder and owner of Upside Productions, L.L.C., and co-owner of the Bakersfield Wing Festival, she has helped raised over a half a million dollars for local non-profits in Kern County through various fundraisers and special local projects.

With more than 20 years of business, employment and workforce development experience, she is known for developing, implementing and executing development strategies currently being used by the Workforce Innovation and Opportunity Act as best practices. Her contribution to building community engagement and leadership is the union of her experience as a social activist and community advocate.

She has strong ties in the community and known as a leader in the entrepreneurial workspace. She is a passionate and dedicated supporter of small businesses. She is an advocate and a voice for underserved communities focusing on providing equitable opportunities and access to capital for economic mobility.

## Capacity

### Organizational Capacity

The Kern Community College District will serve as the project fiscal agent. Kern CCD is one of the largest community college districts in the United States serving more than 34,500 students across a 24,800 square mile service area that spans Kern and Inyo counties, as well as portions of Mono, Tulare, and San Bernardino counties. Kern CCD includes Bakersfield, Porterville, and Cerro Coso Community Colleges. All are Hispanic Serving Institutions (HSIs) with a high percentage of students in poverty. The Kern CCD management team is highly qualified and experienced, managing \$67.9 million in federal, and \$45 million in state awards in FY2021. Kern CCD management will work closely with the US Department of Labor to ensure that the Nursing Expansion grant implementation is consistent with regulations, scope of work, workplan, objectives, outcomes, and budget.

The Program Coordinator will oversee the day-to-day operations of the Bakersfield Entrepreneurship Ecosystem Technical Assistance and Grant Program including project management, liaising with project stakeholders, and reporting and evaluation activities. Additional duties under the direction of the Launchpad's Director includes:

- Marketing for recruitment of participants and work with technical service providers.
- Analyzing reporting documents and consolidating summary reports.
- Support the creation of the program framework with the guidance from management.
- Support and work closely with Director to develop and improve processes that increase efficiency and improve our offer to entrepreneurs.
- Schedule workshop and entrepreneurial courses with Business and Information Technology program.
- Regularly meet with program stakeholders including participants, trainers, and project partners to ensure effectiveness of program.
- Identify additional resources to support the activities of the Launchpad.
- Manage ongoing feedback and evaluation of entrepreneur program ensuring quality and compliance goals are achieved successfully.
- Collaborate with community partners to develop presentations, and coaching resources both virtually and onsite at the Launchpad and other venues.

- Current qualified instructors offering classes via established partners can be hired by Kern CCD/Bakersfield College as **Adjunct Faculty and/or Professional Expert** to teach additional sections of the courses that make up the Noncredit Certificates of Completion, thus bringing in FTES dollars as so supporting the sustainability of program services. Institutional **Program Management staff** will be assigned to the project to administrate data management, budgeting, and administrative tasks.

### **Project Budget**

Kern College Community District will serve as the designated Fiscal Agent determining eligibility expenses, supporting documentation and invoicing for four (4) service providers based on two qualifying tiers for allocation:

#### **Adjunct Faculty / Professional Experts (2)**

- Service Provider qualified instructor hired to teach Entrepreneurship Noncredit Certificate course to support current technical assistant curriculum within our service providers programs.

#### **Entrepreneurship Academy**

- Flat rate per student per referral \$5.25/contact hour based on completion of the Entrepreneurship Noncredit Certificate coursework.

#### **Technical Service Providers:**

- Kern County Black Chamber of Commerce (Nick Hill)
- Kern Inclusive: entrepreneurship Hub (Ali Morris)
- Kern County Hispanic Chamber of Commerce (Jay Tamsi)
- TDH Consulting (Troy Hightower)

### **Kern CCD's Entrepreneurship Ecosystem Technical Assistance and Grant Program**

| <b>Project Budget</b>   |   |                        |
|---|---|------------------------|
| <b>Applicant/Lead:</b> Kern Community College District                            |   |                        |
| <b>Program Period:</b> March 1, 2023 - December 31, 2026 (46 months or 3.8 years) |   |                        |
| <b>Category</b>   | <b>Detail</b>   | <b>Funds Requested</b> |
| <b>Personnel</b>  | Program Coordinator (50% fee) - Classified Range 42.5 Step 2 (\$91,829.73 annual or \$7,652.48/month 36 months = Total \$183,659.52)              | 91,830                 |
|   | Instructors/Adjunct Faculty (2) - approximately two 3 units sections or 108 hours of lecture time = roughly \$6,480 a semester (3 semesters/year) | 116,640                |
| <b>Consultants</b>  | Partners/Subrecipients  |                        |

See Revised Budget Attachment No. 1

|   |   |           |
|---|---|-----------|
|   | Kern County Black Chamber of Commerce - flat rate per student per referral \$5.25/contact hour (est. 100 individuals x 18 hrs. each)    | 9,450     |
|   | Kern Inclusive: Entrepreneurship Hub - flat rate per student per referral \$5.25/contact hour (est. 60 individuals x 18 hrs. each)      | 5,670     |
|   | Kern County Hispanic Chamber of Commerce - flat rate per student per referral \$5.25/contact hour (est. 100 individuals x 18 hrs. each) | 9,450     |
|   | TDH Consulting - flat rate per student per referral \$5.25/contact hour (est. 25 individuals x 18 hrs. each)                            | 2,363     |
|   |   |           |
| <b>Direct Program Costs</b>                       | Marketing and Consumable Supplies   | 40,000    |
|   |   |           |
| <b>Total Direct Costs</b>                         |   | 304,932   |
| <b>Total Indirect Costs (10% of Direct Costs)</b> |   | 30,493    |
| <b>Total Project Costs</b>                        |   | \$335,425 |

### Project Schedule

Within the American Rescue Plan Act (ARPA) of 2021, the Coronavirus Local Fiscal Recovery Fund (SLFRF) funds to be utilized in this application will be used for costs incurred on or after March 3, 2021. Further, costs will be obligated by December 31, 2024, and expended by December 31, 2026, per ARPA requirements, which will be the period of performance. Kern CCD and its partners are ready to begin operations and can complete the project within the period of the Subrecipient Grant agreement.

| <b>Milestones</b>  | <b>Date(s)</b>                |
|--|-------------------------------|
| Begin partner meetings, hiring processes, and participant recruitment  | Award notification            |
| Hire Adjunct Faculty / Professional Experts to support Entrepreneurship Academy  | Within 14 days of grant award |
| Develop an outreach and engagement plan to enroll participants in the Bakersfield Entrepreneurship Ecosystem Technical Assistance Program  | Within 30 days of grant award |
| Provision of educational opportunities, supportive services, and foster collaborations to area entrepreneurs, start-ups, and small business program participants within Bakersfield's disadvantaged communities (located within the targeted qualifying census tracts) | From award through grant end  |

|   |                          |
|---|--------------------------|
| Submission of invoices for reimbursement, with corresponding documentation, to the City's Economic Development Department | Every 3 months (quarter) |
| Submission of reporting on program services as required by the City and Federal requirements                              | Every 3 months (quarter) |
| All costs obligated by  | December 31, 2024        |
| Subrecipient obligations completed and satisfied by   | October 31, 2026         |
| All funds expended by   | December 31, 2026        |

### Operational Budget and Financial Statements

A copy of the Kern CCD's 2022-23 Adopted Budget Report is attached to the end of this application packet, as well as the most recent Independent Auditor's Report from June 30, 2022, which includes all financial statements and supplementary information.

### Board of Directors Roster

The table below details the make-up of the current roster of the Kern Community College District's Board of Trustees.

| Kern CCD Board of Trustees |                 |   |                |  |
|----------------------------|-----------------|---|----------------|--|
| Name                       | Position        | Address                                     | Tel #          | Current Employer                                     |
| Mr. Romeo Agbalog          | President       | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Kern County Farm Bureau                              |
| Mr. John S. Corkins        | Vice President  | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Research For Hire, Inc.,<br>and Corkins Farming Inc. |
| Mrs. Kay S. Meek           | Clerk           | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Retired (Banking)                                    |
| Mr. Kyle Carter            | Member          | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Bakersfield Music Hall of Fame                       |
| Mrs. Christina Scrivner    | Member          | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Tehachapi City Council                               |
| Mrs. Nan Gomez-Heitzeberg  | Member          | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Retired (Education)                                  |
| Mr. Yovani Jimenez         | Member          | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Clinica Sierra Vista                                 |
| Ms. Shehrazad Barraaj      | Student Trustee | 2100 Chester Ave.,<br>Bakersfield, CA 93301 | (661) 336-5104 | Student (Bakersfield College)                        |

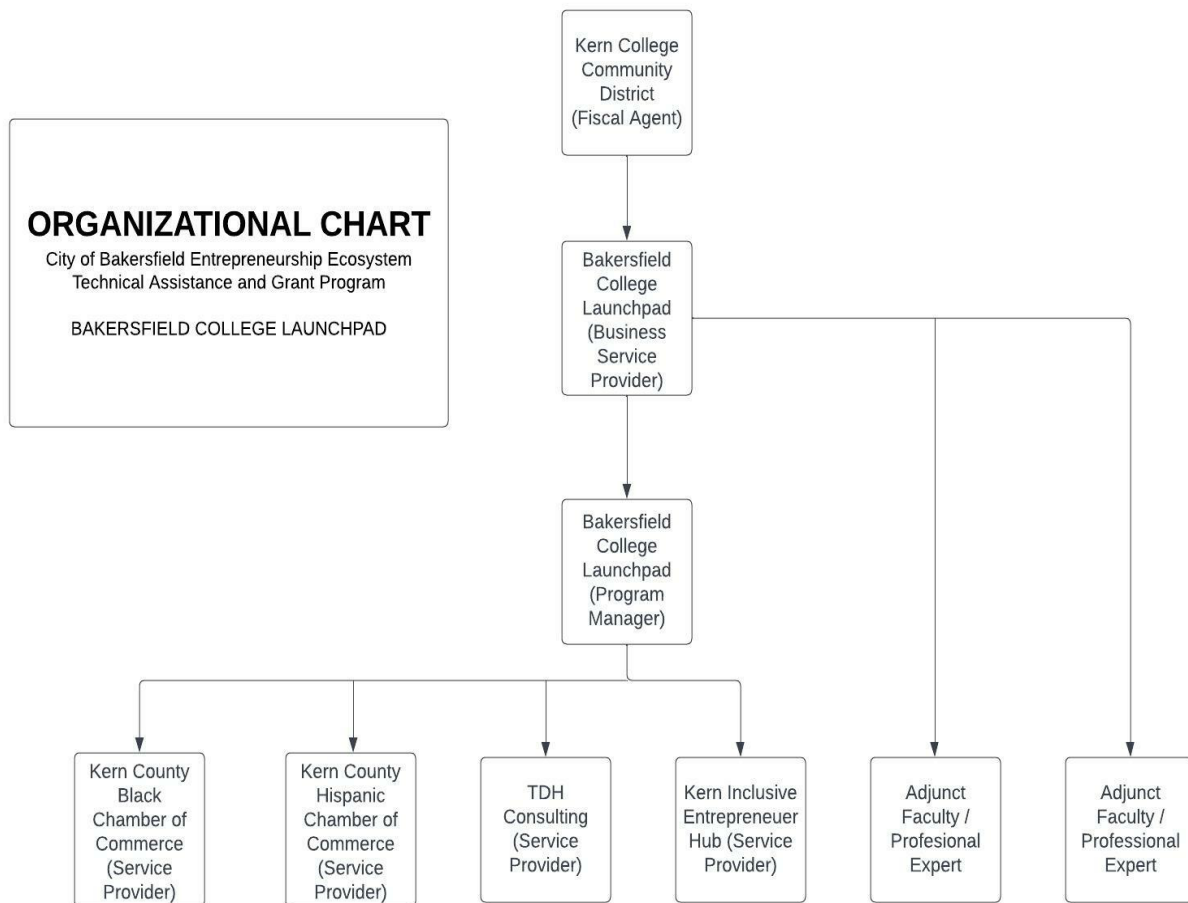
### Organizational Staffing Chart

- The Kern Community College District will serve as the project fiscal agent.
- The Bakersfield College Launchpad will serve as the Business Service Provider overseeing the goals and objectives of the project. This includes supervision of Program Manager,



Adjunct Faculty / Professional Experts, and Service Providers. In addition, the Launchpad will work closely with the Business Management and Information Technology Department chair to collaborate on goals of the Entrepreneurship Academy.

- The Program Coordinator will service as the administrative staff of the project. This includes managing documents, invoicing, progress reports, timesheets, and additional supporting documents for the programs. The Program Coordinator will work closely with service providers to ensure proper completion of quarterly reports.
- The Adjunct Faculty / Professional Expert will provide educational instruction to the Entrepreneurship academy supporting the sustainability of program services.
- The Service Providers will provide technical assistance to participants while supporting the Launchpad’s Entrepreneurship Academy. Service Providers will support outreach efforts and connect small business to tools and resources.



**Applicant Unique Entity Identifier (UEI):** HS3R NH86H5W4

<sup>i</sup> <https://www.zippia.com/>

<sup>ii</sup> <https://labormarketinfo.edd.ca.gov/serp.html?q=Firm+Size+by+demographics>

# Attachment No 1

## City of Bakersfield's Entrepreneurship Ecosystem Technical Assistance and Grant Program

| Project Budget  |  |                 |
|---|--|-----------------|
| <b>Applicant/Lead:</b> Kern Community College District                              |  |                 |
| <b>Program Period:</b> April 1, 2023 - September 31, 2024 (18-month project period) |  |                 |
| Category  | Detail   | Funds Requested |
| <b>Personnel</b>  | Program Coordinator (1 fte) - Classified Range 42.5 Step 2 (fte \$91,829.73 annual or \$7,652.48/month w/benefits = Total \$137,744.60 for 18 months )           | 137,745         |
|   | Program Technician (50% fte) - Classified Range 40.0 Step 1 (fte \$81,981.27 annual or \$6,831.77/month w/benefits = Total \$102,476.59 for 15 months )          | 51,238          |
|   | Instructors/Adjunct Faculty (2) - (approximately two 3 units sections or 108 hours of lecture time) roughly \$6,480/faculty per semester (3 semesters/year)      | 38,880          |
|   |  |                 |
| <b>Consultants</b>  | Partners/Subrecipients   |                 |
| 25  | Kern County Black Chamber of Commerce - flat rate per student per referral \$5.25/contact hour (est. 25 individuals x 72 hrs each)                               | 9,450           |
| 40  | Kern Inclusive: Entrepreneurship Hub - flat rate per student per referral \$5.25/contact hour (est. 40 individuals x 72 hrs each)                                | 15,120          |
| 40  | Kern County Hispanic Chamber of Commerce - flat rate per student per referral \$5.25/contact hour (est. 40 individuals x 72 hrs each)                            | 15,120          |
| 20  | TDH Consulting - flat rate per student per referral \$5.25/contact hour (est. 20 individuals x 72 hrs each)  | 7,560           |
| 15  | TDH Consulting - Business Development for Contracting Track 1, Technical Track 2 (10 clients at \$1,500 for Track 1 (\$15,000); 5 clients for Track 2 (\$2,500)) | 17,500          |
|   |  |                 |
| <b>Direct Program Costs</b>   | Marketing and Consumable Supplies  | 25,968          |
|   |  |                 |
| <b>Total Direct Costs</b>   |  | 318,581         |
| <b>Total Indirect Costs (10% of Direct Costs)</b>                                   |  | 31,858          |
| <b>Total Project Costs</b>  |  | 350,439         |

Exhibit "B" – Quarterly Report & Payment Request

|   |                    |             |
|---|--------------------|-------------|
| <b>Quarterly Report &amp; Payment Request</b><br><b>Entrepreneurship Technical Assistance &amp; Grant Program</b>   |                    |             |
| Date:<br>Reporting Period:  |                    |             |
| Grant Agreement No.   | Purchase Order No. | Payment No. |
| To: City of Bakersfield<br>Attn: Economic & Community Development Dept<br>Address: 1600 Truxtun Ave., 3 <sup>rd</sup> Floor<br>Bakersfield, CA 93301<br><br>From: [Organization] _____<br><br>Mailing Address: _____<br>_____<br>Email: _____<br>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"> <li>The information contained in this Quarterly Payment Request and supporting documents is complete and accurate.</li> <li>That project costs in the attached invoices are reasonable.</li> <li>They have complied with all Federal, State, and City laws, including policies and requirements of the American Rescue Plan Act (ARPA).</li> <li>Provides services or training to Entrepreneurs, Start-ups, and Small Businesses.</li> <li>They have complied with their quarterly reporting requirements and participation requirements as outlined in the Subrecipient Grant Agreement.</li> </ul> |                    |             |
| <b>Description of Work:</b><br><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<br>Number<br>Assisted |  | Total<br>Number<br>Assisted |
|--|-----------------------------|--|-----------------------------|
| White  |                             | Black/African American AND<br>White                              |                             |
| Black/African American                       |                             | Native American/Alaskan<br>Native AND Black/ African<br>American |                             |
| Asian  |                             | Asian AND White  |                             |
| Native<br>American/Alaskan<br>Native         |                             | Native American/Alaskan<br>Native AND White                      |                             |
| Native Hawaiian or<br>Other Pacific Islander |                             | Balance of individuals<br>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