

September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED RETROACTIVE AGREEMENT WITH CALIFORNIA STATE UNIVERSITY,
BAKERSFIELD AUXILIARY FOR SPONSORED PROGRAMS ADMINISTRATION,
HOST OF LOCAL SMALL BUSINESS DEVELOPMENT CENTER, FOR
ECONOMIC AND SMALL BUSINESS DEVELOPMENT SERVICES
Fiscal Impact: \$60,000; General Fund; Budgeted; Discretionary**

This is to request your Board's approval of the proposed retroactive agreement with the California State University, Bakersfield Auxiliary for Sponsored Programs Administration, host of the local Small Business Development Center (SBDC), for economic and small business development services from July 1, 2026, through June 30, 2027. SBDC offers no-and-low-cost services to local small businesses, including technical assistance services for small businesses to obtain capital infusion for business development and expansion.

The proposed performance-based agreement will succeed the FY 2025-26 contract with SBDC, assisting local businesses by obtaining the following targets: hosting 60 small-business training events, facilitating \$7.5 million in capital infusion, creating and retaining 125 jobs, and assisting with 50 business start-ups.

This agreement, included in the FY 2026-27 budget, is retroactive due to unexpected delays in the development of the agreement. The proposed agreement has been approved by County Counsel as to form.

Therefore, IT IS RECOMMENDED that your Board approve the proposed retroactive agreement with California State University, Bakersfield Auxiliary for Sponsored Programs Administration for economic and small business development services from July 1, 2026, through June 30, 2027, in an amount not to exceed \$60,000, and authorize the Chairman to sign.

Sincerely,

A handwritten signature in blue ink that reads "Nancy Anderson".

Nancy Anderson
County Administrative Officer

NA/JA: ECDEV AGR SBDC 2026-27

Attachment

cc: CSUB Small Business Development Center
County Counsel

AGREEMENT
FOR
ECONOMIC DEVELOPMENT SERVICES
(County – California State University, Bakersfield Auxiliary for Sponsored Programs Administration)

THIS AGREEMENT is made and entered into on _____, by and between the **COUNTY OF KERN**, a political subdivision of the State of California (hereinafter “County”), and the **CALIFORNIA STATE UNIVERSITY BAKERSFIELD, AUXILIARY FOR SPONSORED PROGRAMS ADMINISTRATION**, a California nonprofit 501(c)(3) public benefit corporation, on behalf of the Small Business Development Center (hereinafter “Auxiliary”). COUNTY and AUXILIARY are referred to herein individually as “Party” and collectively as “Parties”.

WITNESSETH:

WHEREAS, in June 2010, California State University, Bakersfield (“CSUB”) became the host institution for the local Small Business Development Center (“SBDC”); and

WHEREAS, SBDC is part of the U.S. Small Business Administration’s network of more than 1,000 Small Business Development Centers nationwide. The SBDC provides no-cost consulting, low-cost training, and technical assistance to small businesses and prospective small business start-ups, helping local economies by improving the survival rate of start-up businesses and assisting small businesses in obtaining capital infusion; and

WHEREAS, funds were appropriated in the Fiscal Year 2026-27 County Budget in the sum of **\$60,000** to contract with the Auxiliary to fund SBDC to provide training, consulting, and technical resources for new and existing small businesses in support of the County’s Comprehensive Economic Development Strategy (“CEDS”); and

WHEREAS, the County and Auxiliary desire to formalize their mutual understanding of each Party’s contributions toward implementing the County’s CEDS by providing funding to SBDC; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the Parties hereby mutually agree as follows:

I. SCOPE OF SERVICES AND PERFORMANCE MEASURES

A. Beginning July 1, 2026, and ending June 30, 2027, Auxiliary shall engage SBDC to collaborate and cooperate in implementing small business development activities including counseling, training, facilitating job creation and capital infusion, and technical assistance services targeted to new and existing small businesses, all in accordance with the provisions set forth in **Exhibit “A,”** which is attached hereto and made a part hereof by reference. The SBDC, under the direction of and in collaboration with the Kern County Administrative Office (“CAO”), shall act as the County’s principal point of contact for entrepreneurs looking to start new businesses, and for existing small businesses needing assistance, in accordance with the terms of this Agreement.

1. Activities and Duties. To accomplish the purposes of this Agreement, SBDC shall implement and maintain a Small Business Development Program (the “Program”) for the County, cities and unincorporated communities that: 1) is consistent with the County’s CEDS, a current version of which County will provide to Auxiliary for the Auxiliary’s

adherence and consistent implementation of services by and through the SBDC; and 2) includes elements designed to assist new and existing small businesses in becoming successful entities, improving the local economy, and providing local jobs. During the term of this Agreement, Auxiliary shall ensure SBDC and the Program shall plan and execute the scope of services established in **Exhibit "A."**

2. Staffing. The Auxiliary through the SBDC shall retain, at SBDC's expense, qualified consultants sufficient to provide the services required by this Agreement. All wages, employee benefits, federal, State and local taxes and withholding for such employees shall be the full and exclusive liability of the SBDC, which shall comply with all laws and regulations governing their employment, including, but not limited to, the provision of Workers' Compensation insurance.
3. Independent Contractor. In performance of all services under this Agreement, both the Auxiliary and SBDC shall be independent contractors and shall not be deemed partners, agents, or associates of the County.

II. COUNTY SUPPORT

- A. The County shall provide the Auxiliary with funding as provided in **Exhibit "A"** of this Agreement not to exceed **SIXTY THOUSAND DOLLARS (\$60,000)**. The Auxiliary is also engaged in an effort to raise additional revenue for its operation through private business contributions and grants.
- B. The County shall undertake the following activities in collaboration with the Auxiliary by and through SBDC:
 1. Promote and support new and existing small businesses; and
 2. Coordinate/pursue recommendations of the County's CEDS; and
 3. Respect and adhere to the Auxiliary's confidentiality practices to the extent permitted by law applicable to public entities.
- C. In direct support of the Auxiliary and its activities the County shall supply the Auxiliary/SBDC with the following:
 1. Unless prohibited by law or agreement, access to all of its public reports, studies, information (including full access to GIS and AirPhoto maps), and data relating to demographics, business, industry, and other data helpful to the Auxiliary/SBDC; however, the County reserves the right to charge for multiple copies of documents pursuant to established per copy rates;
 2. Reasonable assistance, as determined by the County, in developing the statistical information needed by the Auxiliary/SBDC to perform its activities pursuant to this Agreement (all information thus developed shall be public information unless required to be confidential by law).

III. COMPENSATION; SUBMISSION OF INVOICES

- A. This is a performance-based Agreement. In full consideration for all services rendered by

SBDC, County agrees to pay, and Auxiliary agrees to accept the sum not to exceed **SIXTY THOUSAND DOLLARS (\$60,000)**. Payments will be issued to the Auxiliary and will be based on the formulas set forth in **Exhibit "A"** of this Agreement, which is attached hereto and made part hereof.

- B. Each invoice shall include documentation of how the requested payment complies with the performance-based measures of this Agreement.
- A. Auxiliary shall submit all invoices for payment to the Kern County Administrative Office, 1115 Truxtun Avenue, Fifth Floor, Bakersfield, CA 93301. The CAO will take all reasonable measures to review, approve and submit the invoices to the Auditor-Controller's Office within thirty (30) days of receipt. Payment shall be made within thirty (30) days upon receipt by the County Auditor-Controller's Office of a valid and proper invoice for payment.

IV. TERM OF AGREEMENT

- A. The Agreement shall remain in full force and effect through June 30, 2027, unless otherwise modified or terminated as provided herein.
- B. On or before May 7, 2027, the Parties shall review the results of the efforts undertaken pursuant to this Agreement and determine whether it is feasible and beneficial for both Parties to extend the term of this Agreement or enter into a new agreement.

V. RECORDS MAINTENANCE

The Auxiliary shall ensure that SBDC agrees to maintain and make available to the County accurate books and records relative to all activities under this Agreement. The Auxiliary shall ensure that SBDC shall permit the County to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records or personnel or other data related to all other matters covered by this Agreement. The Auxiliary shall ensure that SBDC shall maintain such data and records in an accessible location and condition for a period of three (3) years from the date of termination of this Agreement or any extension thereof, or until after conclusion of any audit, whichever occurs last.

VI. TERMINATION

- A. If Auxiliary fails to engage in adequate performance of the services, activities and duties described in this Agreement herein, this Agreement may be terminated with thirty (30) days written notice by County to Auxiliary.
- B. Either Party may terminate this Agreement, without cause, upon ninety (90) days written notice.
- C. County reserves the right to immediately terminate this Agreement upon written notice in the event insufficient funds are appropriated, budgeted or otherwise available for this Agreement. Upon such termination, County shall be released from any further financial obligation to Auxiliary and SBDC, except for reasonable services performed prior to the date of termination or any liability due to any default existing at the time this provision is exercised.

VII. PARTY'S LIABILITY

- A. Each Party shall be liable only for its own debts, liabilities, and obligations in performance of the services pursuant to this Agreement. No Party shall be liable in any way for the debts, liabilities, and obligations of any other Party. County shall be liable only for its employees and damages arising from their acts. Auxiliary shall be liable only for SBDC and their employees and damages arising from their acts.
- B. Except as explicitly provided for by this Agreement, no debt, liability, or obligation of any one Party to this Agreement shall constitute the debt, liability or obligation of the other Party to this Agreement.

It is understood that Auxiliary and SBDC, in the performance of any and all duties under this Agreement, have no authority to bind County to any agreements or undertakings with respect to any and all persons or entities with whom Auxiliary and/or SBDC deal in the course of meeting their obligations under this Agreement.

VIII. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless, the other Party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting there from) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the indemnified party (including reasonable attorney's fees), from and after the time at which the indemnified party received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both Parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other Party. This Section shall survive the termination or expiration of this Agreement.

IX. INSURANCE

Auxiliary/SBDC, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Auxiliary/SBDC's actions in connection with the performance of Auxiliary/SBDC's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Auxiliary/SBDC shall not perform any work under this Agreement until Auxiliary/SBDC has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative, Insurance Tracking Services Inc. (hereinafter "ITS") via e-mail to COK@insurancetracking.com or via fax to (562) 513-5461. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Auxiliary/SBDC shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Auxiliary/SBDC shall promptly deliver to ITS a certificate of insurance, and all required endorsements,

with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Auxiliary/SBDC shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Auxiliary, SBDC or County as an additional insured.

- A. Workers' Compensation and Employers Liability Insurance Requirement. In the event Auxiliary/SBDC has employees who may perform any services pursuant to this Agreement, Auxiliary/SBDC shall submit written proof that Auxiliary/SBDC is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Auxiliary/SBDC shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Auxiliary/SBDC. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Auxiliary/SBDC shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Auxiliary/SBDC shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

B. Liability Insurance Requirements:

1. Auxiliary/SBDC shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Auxiliary's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Auxiliary/SBDC shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
2. The Commercial General Liability and Automobile liability Insurance required in

this sub-paragraph B. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

3. Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 4. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Auxiliary, at Auxiliary's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- C. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Auxiliary/SBDC shall be maintained until the completion of all of Auxiliary/SBDC's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Auxiliary/SBDC shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Auxiliary/SBDC in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Auxiliary/SBDC shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- D. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII.
- E. If Auxiliary or SBDC is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Auxiliary or SBDC, as the case may be, shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Auxiliary or SBDC is equivalent to the above-required coverages.
- F. All insurance afforded by Auxiliary/SBDC pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County.
- G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Auxiliary for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall

it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

- H. Failure by Auxiliary/SBDC to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Auxiliary/SBDC. County, at its sole option, may terminate this Agreement and obtain damages from Auxiliary and/or SBDC resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Auxiliary or SBDC, County shall deduct from sums due to Auxiliary/SBDC any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Auxiliary/SBDC pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Auxiliary/SBDC agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Auxiliary/SBDC of its obligation to obtain and maintain the insurance coverages required by this Agreement.

- I. Any exception to these requirements must be approved by the County Risk Manager.

X. MERGER AND MODIFICATION

This Agreement contains the entire agreement between the Parties with respect to the services specifically described herein and supersedes all other oral or written representations. This Agreement may be modified only in writing approved by the County and signed by all Parties.

XI. ASSIGNMENT

This Agreement shall not be assigned by any of the Parties hereto either in whole or in part, without the written consent of County and Auxiliary.

XII. PLEDGE

Each of the Parties hereto pledges its cooperation to the other Parties hereto in the accomplishment of the purpose of this Agreement.

XIII. SEVERABILITY

Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portion or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the Parties intended to enter into in the first instance.

XIV. WAIVER OF DEFAULT

No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Auxiliary or SBDC. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.

XV. FORUM

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by the laws of the State of California. The Parties hereto acknowledge that this Agreement was entered into and shall be performed in Kern County and, therefore, agree that if either Party initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the Parties under this Agreement or which relates to this Agreement in any manner, the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XVI. TIME

Time is of the essence in this Agreement.

XVII. HEADINGS

All paragraph or section captions are for reference only and shall not be considered in construing this Agreement.

XVIII. NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by registered mail or personal service upon the other Party. When served by registered mail, service shall be conclusively deemed to be made three (3) days after deposit with the United States Postal Service (postage prepaid) addressed to the Party to whom such notice is to be given as follows:

Notice to COUNTY shall be made to:

Clerk of the Board of Supervisors
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

Notice to AUXILIARY shall be made to:

Mr. Kelly Bearden
CSU Bakersfield Small Business Development Center
c/o School of Business & Public Administration
9001 Stockdale Highway
Bakersfield, California 93311

XIX. BINDING EFFECT

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

XX. CORPORATE AUTHORITY

Each individual executing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of the entity in accordance with its terms.

XXI. EQUAL OPPORTUNITY PROVISIONS

During the term of this Agreement, the Parties hereto shall not discriminate against any employee or

applicant for employment because of race, creed, color, sex, or national origin. The Parties shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, ancestry, age, or national origin.

XXII. MODIFICATION OF AGREEMENT

This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.

XXIII. CONFLICT OF INTEREST

The Parties to this Agreement have read and are aware of the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Auxiliary/SBDC agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof.

XXIV. NO THIRD-PARTY BENEFICIARIES

This Agreement is made for the sole benefit of the Parties hereto and their successors and assigns, and no other persons shall have any right of action hereon.

XXV. NO POLITICAL/RELIGIOUS ACTIVITY.

No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized officers and agents.

COUNTY OF KERN

CALIFORNIA STATE UNIVERSITY,
BAKERSFIELD AUXILIARY FOR
SPONSORED PROGRAMS
ADMINISTRATION

By: _____
Phillip Peters, Chair
Board of Supervisors
"County"

Date: _____

Signed by:
By: Deborah Thien
9A5B2CD6497D4D7
Deborah Thien, Ph.D.
Provost and Vice President for
Academic Affairs
California State University, Bakersfield
"Auxiliary"

Date: 9/16/2026

APPROVED AS TO CONTENT:
County Administrative Office

Signed by:
By: Nancy Anderson
A1628A8D41164C9
Nancy Anderson
Chief Administrative Officer

Date: 9/22/2026

APPROVED AS TO FORM:
Office of County Counsel

Signed by:
By: Kelli M. King
2D13C66ED3A54E7
Kelli M. King
Deputy County Counsel

Date: 9/16/2026

Exhibit "A"

**COUNTY OF KERN
PROPOSED SCOPE OF SERVICES AND PERFORMANCE MEASURES
Fiscal Year (FY) 2026-27**

Under this Agreement, County will pay Auxiliary to help fund the SBDC up to a maximum annual amount of \$60,000 for serving as a partner in County's Economic Development Strategy and as a training, consulting, and technical resource for new and existing small businesses considering starting or expanding within Kern County. This representation/point of contact role enables the SBDC to efficiently and effectively counsel clients, develop long-term relationships with small business owners, assist small business owners in securing capital infusion, and be a contributing partner in the Kern Business Journal. The SBDC, under the direction of and in collaboration with the County Administrative Office, shall act as the County's principal point of contact for entrepreneurs looking to start new businesses, and for existing small businesses needing assistance, in accordance with the terms of this Agreement.

Payment will be issued on a quarterly basis, following satisfactory completion of the deliverables and quarterly reporting outlined below:

- A. PAYMENT AND REPORTING SCHEDULE.** Table 1 below describes the performance periods and invoice/reporting due dates.

Table 1. Invoice and Reporting Schedule.

Performance Period	Invoice Due Date
FY 2026-27 Q1 (July through September 2026)	October 12, 2026
FY 2026-27 Q2 (October through December 2026)	January 11, 2027
FY 2026-27 Q3 (January through March 2027)	April 12, 2027
FY 2026-27 Q4 (April through June 2027)	July 12, 2027

The following duties will be executed in collaboration with the County:

B. ACTIVITIES AND DUTIES

1. Assist existing small businesses and new start-up businesses in obtaining capital infusion. Activities leading to securing capital infusion shall include, but are not limited to, assisting with the development of business plans, financial projections, analysis and guidance in obtaining capital.
2. Assign consultants to meet with prospective business owners to assess their needs and offer the necessary services to assist small business owners.
3. Conduct targeted marketing and related activities that actively seek out small businesses and entrepreneurial clients needing assistance. The SBDC shall perform at least 1,500 hours of counseling and/or consulting with clients in the County.

4. Establish a minimum of 100 long-term client relationships, defined as performing no less than five counseling hours per year with the same small business, resulting in a higher probability of long-term success for those small businesses.
5. Maintain and enhance a Small Business Development website that markets the services available for local small businesses.
6. Maintain regular contact with and perform outreach activities to serve all communities throughout the County impartially.
7. Provide the SBDC's annual budget to the County Administrative Office.
8. Seek private funding and grants to support SBDC's mission. Any additional grant funding does not alter the Auxiliary and/or SBDC's obligations pursuant to this Agreement.
9. Work with the County Administrative Office and others, as appropriate, to develop and integrate services with the County's future incubator programs.

C. KEY PERFORMANCE INDICATORS, QUARTERLY REPORTING, AND COMPENSATION:

1. **Regular Check-ins:** The Auxiliary/SBDC will meet with the Assistant County Administrative Officer and/or their designee regularly, but no less often than quarterly, to discuss the progress of the duties and obligations outlined in this Agreement and all items listed in this Exhibit.
2. **Quarterly Reports.** SBDC shall report on the following key performance indicators on a quarterly basis, and submit the report to the ACAO on the dates specified in Section A above, subject to the Confidentiality Standards:
 - a. Capital infusion performance shall include total capital secured for small businesses and shall be compensated on a performance basis as follows:
 - i. \$1,000 for every \$500,000 in capital infusion secured for small businesses, targeting a goal amount of \$15,000 (\$7,500,000 annual capital infusion goal).
 - ii. Capital infusion is the aggregate amount of loans and total equity capital (e.g., lines of credit, venture capital, equipment leasing, etc.) secured by a client. Typical activities leading to capital infusion include assisting the client with preparing a business plan, financial projections, analysis, and guidance in obtaining capital.
 - b. Training performance shall measure the quantity of qualified online and in-person training events hosted by the SBDC to include live webinar productions, on-demand webinars, in-person events, such as conferences, summits, and seminars. The trainings are a minimum of one-hour and are recorded in the SBDC tracking system and reported to the U.S Small Business Administration ("SBA"). The County of Kern is named a sponsor of the event. The Auxiliary/SBDC shall be compensated on a performance basis as follows:
 - i. The training performance metric measures the number of qualified training

programs hosted by the SBDC. The performance outcome is \$250 per event with a goal of sixty (60) training opportunities for Kern County businesses, a total of \$15,000.

- c. Business starts shall use the SBA definition of a business start-up in the agreement with SBDC.
 - i. County will reimburse \$300 per business start up to a maximum of fifty (50) starts. Total goal amount is \$15,000.
- d. Number of jobs created and retained: Jobs created shall be defined as additional direct full-time equivalent jobs added by a client that received counseling services through the SBDC. Jobs retained shall be defined as jobs identified by the SBDC as in danger of being lost due to downsizing or closure but are not eliminated within a year of identification.
 - i. County will reimburse \$120.00 per job created and/or retained, targeting a goal amount of \$15,000 annually (125 jobs created and/or retained).
- e. Additionally, the Auxiliary/SBDC shall report an inventory of engagement initiatives and business entities connected to apply for the Advance Kern Incentive.