BUSINESS SECURITY IMPROVEMENTS GRANT APPLICATION

Please review <u>Program Guidelines</u> before completing application. Incomplete applications will be returned. Submit application and required attachments to:

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

For questions, please contact the Economic and Community Development Department at:

Phone: (661) 326-3765 • Email: edcd@bakersfieldcity.us



APPLICATION CHECKLIST				
Complete Application	Required Attachments			
☐ Step 2: Grant Request☐ Step 3: Certification	commitment, etc.) or Copies of all estimate Completed Form W-9 mplete without all required	permisses and p	· •	contractor. on Number and Certification.
STEP 1: APPLICANT INFO	RMATION			
Applicant Name:		Title:		
Check All That Apply: Property Own	er 🗆 Business Owner/	Tenant	(If tenant, provide copy of	ease agreement)
Business Name:				
Property Address:				
Mailing Address:				
Daytime Phone:		Email:		
Assessors' Parcel Numbers:		Business License #:		
Federal Identification Number:	Total Number of Businesses in Building:	Name(s) of Other Business(es):		
Are you a small business with no more than 500 employees?] Yes □ No	Numb	er of Employees:	Years in Business:
Property Owner Information (Con	nplete if applicant is a tenan	t or leas	ing.)	
Property Owner Name:				
Daytime Phone:		Email:		
Mailing Address:				
STEP 2: GRANT REQUES	Т			
Check all activities the grant will fund (see Program Guidelines	for mo	re information):	
☐ Alarm System (installation only, no☐ Replace Smashed Windows (attack)	- '	Securi	ty Cameras ☐ Lighting	l

NOTE: To be reimbursed, work cannot begin prior to approved application.

Please provide the company name of the camera manufacture: Are you going to install cameras? ☐ Yes ☐ No Note: Some manufactures are banned from federal funding, see program guidelines for more information. Lighting questions: Are you going to install lighting? ☐ Yes ☐ No A. Is it new or replacement lighting? If yes, please answer lighting questions A, B & C. This is to determine if permitting would be required for B. Where is the location on the building? lighting and related electrical work. C. What voltage is required? **List of Specific Activities** Cost (\$) **TOTAL GRANT AMOUNT REQUESTED (MAXIMUM \$5,000) STEP 3: CERTIFICATION** certify that I am the owner of (Business), and I understand and agree to abide by the following:

Impact Statement: Please briefly describe how your business was impacted and burdened by the COVID-19 pandemic. (attach

separate pages as necessary):

- Operate a legal business within the City of Bakersfield and a Qualified Census Tract. I certify that the business and/or
 property listed in this application qualifies for the Business Security Improvements Grant Program within a City
 Qualified Census Tract per the US Housing and Urban Development.
- My Business is not subject to any active investigations for violations of City of Bakersfield codes including but not limited to Planning, Building and Fire codes, or any other City code, ordinance, or regulation.
- I further certify that I am not receiving duplicate funds and/or benefits for the improvements and/or repairs proposed.
- I certify I am qualified and will use and maintain the improvements and/or repairs as stated in this application and will abide by such conditions set forth in this application and Program Guidelines and all reasonable conditions which may be issued by the City of Bakersfield in the implementation of the improvement.
- I have read, received a copy, and understand the Program Guidelines and accept them, and agree to abide by them in full
- I am the owner of the property or hold tenancy in the property that entitles my Business to undertake physical improvements to the Property and have received owner's authorization for said improvement.
- I understand the ARPA Security Improvements Program is on a reimbursement basis with an approved application and I may not begin work until receiving an approval of my application and written notice to proceed from the Economic & Community Development Department.
- I have the sole responsibility for choosing and hiring the contractor, and the acceptance of the materials used, and the work performed, and the City is not a party to any agreement with the vendor or contractor and did not guarantee the quality of workmanship of the property improvements, nor have any liability whatsoever therefor.

- The contractor has all the required licensing to perform the work funded by the grant and holds a valid City of Bakersfield Business License.
- Will obtain all required City permits for the proposed work listed in the approved application including and not limited
 to, the Building Department, Planning Department, and/or Public Works Department. As Business owner, I understand
 that reimbursements will not be paid if found not incompliance with work requiring permits.
- 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 or use of the Property.
- The Business 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. 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.
- The Business shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, age, disability, or sexual orientation. Applicant(s) 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. Applicant(s) 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. Applicant(s) 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.
- I shall comply will all federal regulations listed under CFR Appendix II to Part 200, Title 2: https://www.ecfr.gov/current/title-2/part-200/appendix-Appendix%20II%20to%20Part%20200
- I will provide all documentation required to receive my reimbursement at the conclusion of my project. I understand reimbursement requires that I follow the Business Security Improvements Grant Program Guidelines and the maximum reimbursement I may receive is the amount on my approved application.
- I agree to comply with all regulations per the ARPA Final Rule adopted by the U.S. Treasury on January 27, 2022, based on the interim rule published May 10, 2021; and to comply with all regulations per H.R. 3919 and The Secure Equipment Act of 2021 and equipment providers/manufacturers/service providers or any subsidiaries or affiliates of such entities as listed in the Program Guidelines will not be used in any capacity for grant funded improvement.
- I understand and agree this grant may be canceled if applicant does not comply with the provisions of this application, with all Bakersfield Municipal Code provisions, or with the other applicable rules and regulations. The City may withhold payment until compliance is obtained. In the event of a cancellation, the City shall not be responsible for any reimbursement or payment to Applicant, Contractor or Sub-Contractor.
- I shall take all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to him/her, to City and its officials, officers, agents, and employees, or to third parties resulting from the performance or character of the work described in this application. I shall assume the defense of and shall indemnify and hold harmless CITY and its officials, officers, employees, and agents from and against any or all loss, liability, expenses, claims, costs, suits, and damages of every kind, nature and description, including attorneys' fees and costs, directly or indirectly arising from the performance of the work. This obligation to indemnify the CITY and its officers, employees, volunteers, agents, and representatives shall survive completion of the grant funded work.
- If any action at law or in equity is brought to enforce or interpret the provisions of this application, the rules, regulations, statutes and laws of the State of California will control. The prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which said party may be entitled.
- My/our business will indemnify, defend, and hold harmless City and its mayor, council, officers, agents, employees, and volunteers 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 my/our business(es) or employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this program whether or not caused in part by City, except for City's sole active negligence or willful misconduct.
- By signing below, I also certify that I am authorized to submit this application for Business Security Improvement Grant
 on behalf of the aforementioned business.

Business Owner(s) Signature:	
Print Name:	Print Name:
Date:	Date:
	erty located at have reviewed ested for funding in this application. As the legal owner of the above approvements/rehabilitation indicated on this application.
Property Owner(s)	
Print Name:	Print Name:
Date:	Date:
\square Check if separate pages with additional information a	are attached.
City Approval of Application	
Print Name:	_
Title:	_
Date:	