

**AGENDA
KERN COUNCIL OF GOVERNMENTS**

**KERN COG CONFERENCE ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA**

**THURSDAY
June 18, 2020
6:30 P.M.**

SPECIAL NOTICE

**Public Participation and Accessibility
June 18, 2020 Transportation Planning Policy Committee
and the Kern Council of Governments Board of Directors Meetings**

On March 17, 2020, Governor Gavin Newsom issued Executive Order N-29-20, which includes a waiver of Brown Act provisions requiring physical presence of the Council or the public in light of the COVID-19 pandemic. Based on guidance from the California Governor's Office and Department of Public Health, as well as the County Health Officer, in order to minimize the potential spread of the COVID-19 virus, Kern Council of Governments hereby provides notice that as a result of the declared federal, state, and local health emergencies, and in light of the Governor's order, the following adjustments have been made:

- The meeting scheduled for **June 18, 2020, at 6:30 p.m.** will have limited public access to maintain social distancing. Masks will be required to attend the meeting in person.
- Consistent with the Executive Order, Committee/Board Members may elect to attend the meeting telephonically and participate in the meeting to the same extent as if they were physically present.
- The public may participate in the meeting and address the Committee/Board in person under Public Comments.
- If the public does not wish to attend in person, they may participate in the meeting and address the Committee/Board as follows:

If you wish to comment on a specific agenda item, submit your comment via email to feedback@kerncoq.org **no later than 1:00 p.m. June 18, 2020.** Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to feedback@kerncoq.org **no later than 1:00 p.m. June 18, 2020.**

TPPC/Kern COG Board

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. **ROLL CALL:** Gurrola, B. Smith, Lessenevitch, Vallejo, Crump, McFarland, Mower, Alvarado, Krier, P. Smith, Reyna, Couch, Scrivner

Congestion Management Agency Ex-Officio Members: Kiernan, Green, Miller, Parra

- II. **PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

Disabled individuals who need special assistance to attend or participate in a meeting of the Kern Council of Governments may request assistance at 1401 19th Street Suite 300; Bakersfield CA 93301 or by calling (661) 635-2900. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

- III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

- A. **Approval of Minutes – May, 21, 2020**

- B. **Response to Public Comments**

- C. **Equipment and Materials Disposal** (Heimer)

Comment: Request to dispose of outdated equipment (Heimer)

Action: Approve inventory list for dissemination and disposal. Voice Vote.

- D. **Agreement for Safety-Related Hazard and Obstruction Removal on State Highways** (Napier)

Comment: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern for safety-related hazard and obstruction removal on state highways in Kern County in the amount of \$50,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern and authorize the Chair to sign the Agreement. Voice Vote.

- E. **Agreement for Safety-Related Hazard and Obstruction Removal on State Highways** (Napier)

Comments: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-

related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$150,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement. Voice Vote.

F. KARGO Sustainability Study: Phase I – Consultant Contract Amendment 1 Approval
(Raymond)

Comment: Amend the contract between Kern COG and Fehr & Peers to extend the timeframe for the Phase I KARGO Sustainability Study. County Counsel is reviewing this contract.

Action: Approve Amendment No. 1 to the Fehr & Peers contract and authorize Chair to sign. Voice Vote.

G. Local Clearinghouse: (None)

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

IV. TRANSPORTATION AUTHORITY: (None)

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY: (None)

VII. MEETING REPORTS: (None)

VIII. EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)

A. Warrant Register

B. Timeline

IX. MEMBER STATEMENTS: On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

X. CLOSED SESSION: NONE

XI. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be July 16, 2020.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for May 21, 2020

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
May 21, 2020
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:01 p.m.

I. ROLL CALL:

Members Present: Gurrola, Lessenevitch, Crump, P. Smith, B. Smith, Krier, Mower, Alvarado, Reyna, Vallejo, Scrivner

Congestion Management Agency Ex-Officio Members: Navarro, Kersey, Heckman, Parra

Members Absent: McFarland

Others: John Spaulding

Staff: Ahron Hakimi, Rob Ball, Becky Napier, Veronica McCulloch, Bob Snoddy, Raquel Pacheco, Ben Raymond, Greg Palomo, Fasika Montalvo

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

Chairman Smith asked for public comments. There were no comments.

- III. CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – March 4, 2020

B. Response to Public Comments

C. FY 2020-2021 Final Overall Work Program (Napier)

Comment: The Overall Work Program (OWP) is an annual administrative procedure, undertaken to meet state and federal guidelines. Projects requested by local, state, and federal agencies that address regional issues and concerns are included in order to provide a comprehensive overview of the annual Kern COG program.

Action: Adopt Kern COG's FINAL 2020-21 Overall Work Program and authorize Chair to sign Resolution No. 20-01.

D. Appointments of Community At-Large Members to the Regional Planning Advisory Committee (Napier)

Comment: Make three appointments of Community At-Large Members to the Regional Planning Advisory Committee (RPAC).

Action: Appoint Asha Chandy, Eric Dhanens and Derek Abbott as Community At Large Members to the Regional Planning Advisory Committee. (Voice Vote)

E. MetroQuest Community Engagement Software Renewal (Napier)

Comments: MetroQuest Digital Engagement Subscription Software provides a powerful, flexible, cost effective enhancement to existing public participation capabilities. It complements traditional techniques with digital engagement software delivered via the internet across multiple channels such as web-connected home computers, smartphones, kiosks and tablet computers to reach a broader, more diverse audience.

Action: Approve a Sole Source Purchase of the MetroQuest Subscription Software Renewal in the amount of \$32,000 and authorize the Executive Director to accept the Proposal. (Voice Vote)

F. Indirect Cost Allocation Plan Audit – Kern Council of Governments (Montalvo)

Comment: The California Department of Finance, Office of State Audits and Evaluations' staff completed its audit of the Kern Council of Governments' (Kern COG) Indirect Cost Allocation Plan (ICAP) for fiscal years 2017-18 and 2018-19. The DOF staff issued a draft report to the Kern COG on March 5, 2020, of which Kern COG responded on March 13, 2020. The DOF reviewed and took Kern COG's comments into consideration before issuing a final report on April 14, 2020.

Action: Accept and file reports. Voice Vote

G. Local Clearinghouse: (None)

*** END CONSENT CALENDAR - ROLL CALL VOTE ***

MOTION BY DIRECTOR VALLEJO, SECOND BY REYNA TO APPROVE THE CONSENT CALENDAR, MOTION CARRIED WITH A ROLL CALL VOTE.

IV. FINAL KERN COG FY 2020-2021 FINANCIAL PLAN (Palomo)

Comment: Pursuant to policy, Kern Council of Governments (Kern COG) prepares and adopts an annual financial plan (budget) detailing estimated revenues and expenditures for the ensuing fiscal year. Staff has prepared a **final** Kern COG FY 2020-2021 Financial Plan that includes \$5,932,597 in estimated operating revenues and \$5,747,126 in estimated operating and capital expenditures.

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Board Member Vallejo made a motion to adopt the Final Kern COG FY 2020-2021 Financial Plan; second by Board Member Mower; motion carried with a roll call vote.

V. FINAL KMAA FY 2020-21 FINANCIAL PLAN (Palomo)

Comment: KMAA develops an annual financial plan or budget that includes detailed estimates of revenues and expenses for the upcoming fiscal year. The financial plan is reviewed and approved by the Council. The **final** KMAA FY 2020-2021 Financial Plan proposes operating revenues totaling \$773,167, and operating appropriations totaling \$581,729, with a net operating surplus of \$191,438.

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Board Member Reyna made a motion to adopt the Final KMAA FY 2020-2021 Financial Plan; second by Board Member Gurrola; motion carried with a roll call vote.

VI. ELECTION OF OFFICERS (Napier)

Comment: Each year, typically in March, the Kern Council of Governments (COG) Board of directors selects a Chairman and a Vice Chairman for the Kern COG Board. Ms. Napier stated that the current Chairman will take nominations for the position of Chairman. Chairman Smith opened nominations.

Board Member Phil Smith nominated Bob Smith for Chairman and Zack Scrivner for Vice-Chairman; seconded by Board Member Gurrola.

Board Member Crump nominated Orchel Krier for Vice Chairman; seconded by Board Member Vallejo.

Board Member Smith made a motion to appoint Bob Smith as Chairman; seconded by Board Member Gurrola; motion carried by a roll call vote.

Chairman Bob Smith asked for a roll call and the name of the person nominated for Vice-Chairman.

Votes for Board Member Scrivner – Gurrola, Alverado, Mower, P. Smith, Lessenevitch, B. Smith and Reyna.

Votes for Board Member Krier – Crump and Vallejo.

Board Member Scrivner was selected as Vice-Chairman.

VII. TRANSPORTATION AUTHORITY (None)

VIII. CONGESTION MANAGEMENT AGENCY: (None)

IX. KERN MOTORIST AID AUTHORITY: (None)

X. MEETING REPORTS: (None)

XI. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

- Revenue reduction potential due to COVID-19 decrease in sales tax, fuel tax and other revenues. TDA is sure to be impacted for the near future. Staff is considering contingency actions.
- Staff send out an email from CALCOG about the Governor's May revise impact to transportation revenues. If you didn't receive it or would like it sent again, please let us know.
- June 26 – San Joaquin Valley Regional Policy Council and Multi Agency Working Group Meeting.

XII. MEMBER STATEMENTS: (None)

XIII. CLOSED SESSION: (None)

XIV. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:31 p.m. **NEXT MEETING – June 18, 2020.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. C. COG

June 18, 2020

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Michael Heimer,
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. C.
Equipment and Materials Disposal

DESCRIPTION:

Request to dispose of outdated equipment.

DISCUSSION:

When disposing of outdated or non-functioning equipment, Kern COG's policy is to invite member agencies first – and other governments or non-profit organizations second – to choose among available pieces. Any items left at the end of that process are taken to a recycling facility. Kern COG has numerous computer components that have been replaced and are now ready for disposal. A complete asset listing follows.

- Two (2) Dell Compellent SC8000 controllers
- One (1) Dell Compellent SC200 drive tray with nine (9) 6TB 7.2k drives
- One (1) Dell Compellent SC220 drive tray with six (6) 480GB SSD
- Six (6) Juniper EX3300-24P 24 port switches with PoE

ACTION:

Approve inventory list for dissemination and disposal. VOICE VOTE.



III. D. COG

June 18, 2020

TO: Kern Motorist Aid Authority

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
Agreement for Safety-Related Hazard and Obstruction Removal on State
Highways

DESCRIPTION

Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern for safety-related hazard and obstruction removal on state highways in Kern County in the amount of \$50,000. This item has been reviewed by County Counsel.

DISCUSSION

The County of Kern will use clients from the Bakersfield Homeless Center to carry out the contract for safety-related hazard and obstruction removal providing employment opportunities.

Attached for Board consideration is an Agreement between the County of Kern and the Kern COG Board, Acting as the Kern Motorist Aid Authority to contribute \$50,000 in motorist aid funds for safety-related hazard and obstruction removal from the state highways throughout Kern County.

ACTION

Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern and authorize the Chair to sign the Agreement.

VOICE VOTE.

**MEMORANDUM OF AGREEMENT BETWEEN
KERN COUNCIL OF GOVERNMENTS ACTING AS THE
KERN MOTORIST AID AUTHORITY AND
THE COUNTY OF KERN**

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), made and entered into on _____ ("**Execution Date**"), is by and between the County of Kern ("**COUNTY** ") and Kern Council of Governments acting as the Kern Motorist Aid Authority, a joint powers entity ("**KERN COG**"). County and Kern COG are referred to individually as a "Party" and collectively as the "Parties".

RECITALS:

- A. KERN COG adopted the FY 2020-21 Overall Work Program and Financial Plan; and
- B. KERN COG acting as the Kern Motorist Aid Authority adopted a Financial Plan for operation and maintenance of a motorist aid system; and
- C. California Streets and Highways Code Section 2557(d) states that monies that exceed the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system, may be used for purposes of safety-related motorist aid projects; and
- D. Studies show that roadway hazards and obstructions, including litter and debris cause numerous accidents per year in North America; and
- E. The COUNTY has established a program for hazard and obstruction removal on state highways traversing the COUNTY; and
- F. KERN COG acting as the Kern Motorist Aid Authority is willing to provide funding to assist with hazard and obstruction removal on state highways traversing through the COUNTY excluding the Bakersfield City Limits.

AGREEMENT:

- 1. COUNTY shall be the lead agency for the operation of the hazard and obstruction removal program on state highways traversing through the COUNTY.
- 2. When the program is established, COUNTY shall submit a monthly invoice to KERN COG to be used for hazard and obstruction removal on state highways in Kern County. The first invoice shall be dated after the Execution Date of this Agreement, and the final invoice shall be dated before June 30, 2021.
- 3. KERN COG shall provide COUNTY up to fifty thousand dollars (\$50,000) from funds programmed in the Kern Motorist Aid Financial Plan to pay for costs incurred by COUNTY in hazard and obstruction removal on state highways in Kern County.
- 4. COUNTY shall provide an oral report to the Kern COG Board on the amount of hazards and obstructions removed from state highways in Kern County.
- 5. The term of this Agreement shall be from the Execution Date through June 30, 2020.
- 6. Either Party may, at its sole discretion, terminate this Agreement at any time by giving 30 days written notice to the other Party.
- 7. Each Party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint



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

8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either Party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. 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 the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, 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.
10. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. 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.
12. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

TO KERN COG: Ahron Hakimi, Executive Director
 Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, California 93301

TO COUNTY: Property Management
 General Services Department
 County of Kern
 1115 Truxtun Ave. 3rd Floor
 Bakersfield, CA 93301



13. The individual executing this Agreement on behalf of each Party warrants that he/she is authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.
14. COUNTY acknowledges that COUNTY, and all subcontractors hired by COUNTY to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). COUNTY is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by COUNTY to perform services under this Agreement are in compliance with the IRCA.
15. COUNTY agrees to maintain and make available to KERN COG accurate books and records relative to all its activities under this Agreement. COUNTY shall permit KERN COG to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. COUNTY shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KERN COG herein.
16. COUNTY shall observe and comply with all applicable state, federal, and local laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

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IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the Execution Date.

KERN COUNCIL OF GOVERNMENTS

COUNTY OF KERN

Bob Smith, Chair
"KERN COG"

COUNTY OF KERN
"COUNTY"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director
Kern Council of Governments

Senior CAO Manager
County of Kern

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Van Wyk,
Deputy County Counsel
For KERN COG

Gurujodha Khalsa,
Chief Deputy County Counsel
COUNTY OF KERN





III. E. COG

June 18, 2020

TO: Kern Motorist Aid Authority

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. E.
Agreement for Safety-Related Hazard and Obstruction Removal on State
Highways

DESCRIPTION

Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$150,000. This item has been reviewed by County Counsel.

DISCUSSION

The City of Bakersfield uses clients from the Bakersfield Homeless Center to carry out the contract for safety-related hazard and obstruction removal providing employment opportunities.

Attached for Board consideration is an Agreement between the City of Bakersfield and the Kern COG Board, Acting as the Kern Motorist Aid Authority to contribute \$150,000 in motorist aid funds for safety-related hazard and obstruction removal from the state highways within the City of Bakersfield.

ACTION

Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement.

VOICE VOTE.

**MEMORANDUM OF AGREEMENT BETWEEN
KERN COUNCIL OF GOVERNMENTS ACTING AS THE
KERN MOTORIST AID AUTHORITY AND
THE CITY OF BAKERSFIELD**

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 2020 ("**Execution Date**"), is by and between the City of Bakersfield, a charter city and municipal corporation, ("**CITY** ") and Kern Council of Governments acting as the Kern Motorist Aid Authority, a joint powers entity ("**KERN COG**"). City and Kern COG are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. KERN COG adopted the FY 2020-21 Overall Work Program and Financial Plan; and
- B. KERN COG acting as the Kern Motorist Aid Authority adopted a Financial Plan for operation and maintenance of a motorist aid system; and
- C. California Streets and Highways Code Section 2557(d) states that monies that exceed the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system, may be used for purposes of safety-related motorist aid projects; and
- D. Studies show that roadway hazards and obstructions, including litter and debris cause numerous accidents per year in North America; and
- E. The CITY has established a program for hazard and obstruction removal on state highways traversing the CITY; and
- F. KERN COG acting as the Kern Motorist Aid Authority is willing to provide funding to assist with hazard and obstruction removal on state highways traversing through the CITY.

AGREEMENT:

- 1. CITY shall be the lead agency for the operation of the hazard and obstruction removal program on state highways traversing through the CITY.
- 2. CITY, beginning July 1, 2020, shall submit an invoice each month to KERN COG in the amount of twelve thousand five hundred dollars (\$12,500) to be used for hazard and obstruction removal on state highways traversing the CITY. The first invoice shall be dated after the Execution Date of this Agreement, and the final invoice shall be dated June 1, 2021.
- 3. KERN COG shall provide CITY up to one hundred fifty thousand dollars (\$150,000) from funds programmed in the Kern Motorist Aid Financial Plan to pay for costs incurred by CITY in hazard and obstruction removal on state highways traversing the CITY.
- 4. CITY shall provide a monthly report to the Kern COG Board on the amount of hazards and obstructions removed from state highways traversing the CITY.
- 5. The term of this Agreement shall be from the Execution Date through June 30, 2021.
- 6. Either Party may, at its sole discretion, terminate this Agreement at any time by giving 30 days written notice to the other Party.
- 7. CITY shall indemnify, defend (upon written request of KERN COG) and save harmless KERN COG, its officers, agents and employees from any and all losses, damages, liability,



fines, judgments, penalties, causes of action or other claims of any nature whatsoever (“Claims”), including without limitation Claims for physical damage to or destruction of property, including the property of KERN COG, or physical injury to or death of any person or persons, including KERN COG’s officers, agents and employees, which may arise out of any act or omission of the CITY, its officers, agents, independent contractors or employees during the performance of this Agreement.

8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either Party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. 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 the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, 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.
10. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. 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.
12. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

TO KERN COG: Ahron Hakimi, Executive Director
 Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, California 93301

TO CITY: Nick Fidler, Director
 Public Works Department
 City of Bakersfield
 1501 Truxtun Avenue
 Bakersfield, CA 93301
13. The individual executing this Agreement on behalf of each Party warrants that he/she is authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.
14. CITY acknowledges that CITY, and all subcontractors hired by CITY to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (“IRCA”). CITY is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CITY to perform services under this Agreement are in compliance with the IRCA. In addition, CITY agrees to indemnify, defend and hold harmless KERN COG, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CITY’s employees, or the employees of any subcontractor hired by CITY, are not authorized to work in the United



States for CITY or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CITY or CITY's subcontractor(s).

- 15. CITY agrees to maintain and make available to KERN COG accurate books and records relative to all its activities under this Agreement. CITY shall permit KERN COG to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. CITY shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KERN COG herein.
- 16. CITY shall observe and comply with all applicable state, federal, and local laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the Execution Date.

KERN COUNCIL OF GOVERNMENTS

CITY OF BAKERSFIELD

Bob Smith, Chair
"KERN COG"

Karen Goh
City of Bakersfield
"CITY"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director
Kern Council of Governments

Nick Fidler, Director
City of Bakersfield Public Works Dept.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Van Wyk,
Deputy County Counsel
For KERN COG

Joshua H. Rudnick,
Deputy City Attorney II
City of Bakersfield

COUNTERSIGNED:

Nelson Smith
Finance Director





III. F. COG

June 18, 2020

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Ben Raymond, Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. F.
KARGO Sustainability Study: Phase I - Consultant Contract Amendment 1
Approval

DESCRIPTION:

Amend the contract between Kern COG and Fehr & Peers to extend the timeframe for the Phase I KARGO Sustainability Study. County Counsel is reviewing this contract.

DISCUSSION:

Fehr & Peers was selected to prepare the Phase I KARGO (Kern Area Regional Goods-movement Operations) Sustainability Study in November 2019.

The Phase I KARGO Sustainability Study is to create an integrated circulation study that incorporates input from multiple agencies and should be a tool that will assist the cities of Bakersfield, Shafter, and the County of Kern in updating their circulation elements, a key focus of the study will be the importance of key corridors to the movement of goods in the region.

During the course of the Phase I study, Kern COG staff and the consultant team agreed that the contract period would need to be extended from June 30, 2020 to Dec 31, 2020, due to unexpected delays resulting from the COVID-19 pandemic.

ACTION:

Approve Amendment No. 1 to the Fehr & Peers contract and authorize Chair to sign. VOICE VOTE.

DRAFT – PENDING COUNSEL REVIEW AND COMMENTS

AMENDMENT 1
TO CONTRACT BETWEEN
KERN COUNCIL OF GOVERNMENTS
AND
FEHR AND PEERS

THIS AMENDMENT TO CONTRACT, effective June 18, 2020, is made and entered into between Kern Council of Governments, hereinafter referred to as "Kern COG" and Fehr and Peers, hereinafter referred to as "Consultant".

WITNESSETH

WHEREAS, KERN COG and CONSULTANT entered into a contract ("Contract") dated November 21, 2019, for the purpose of developing the Phase I Kern Area Regional Goods Movement Study; and

WHEREAS, the parties to the Contract desire to amend the Contract to extend the completion date from June 30, 2020 to December 31, 2020 for the preparation of the Phase I Kern Area Regional Goods Movement Study;

NOW, THEREFORE, KERN COG AND CONSULTANT do mutually agree as follows:

1. Section III, Term is deleted and replaced with the following:

Time is of the essence in this contract. The term of this contract is November 21st, 2019 through December 31st, 2020 unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B" Schedule.

Consultant services and reimbursements beyond June 30th, 2021, are subject to the inclusion and funding agency approval of this project in Kern COG's 2021-2022 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.

Except as expressly amended herein, all provisions of the agreement shall remain in force and effect.

DRAFT – PENDING COUNSEL REVIEW AND COMMENTS

IN WITNESS WHEREOF, this Amendment Number 1 to the Contract has been executed as of the date herein above appearing.

APPROVED AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

CONSULTANT

Ahron Hakimi, Executive Director
Kern Council of Governments

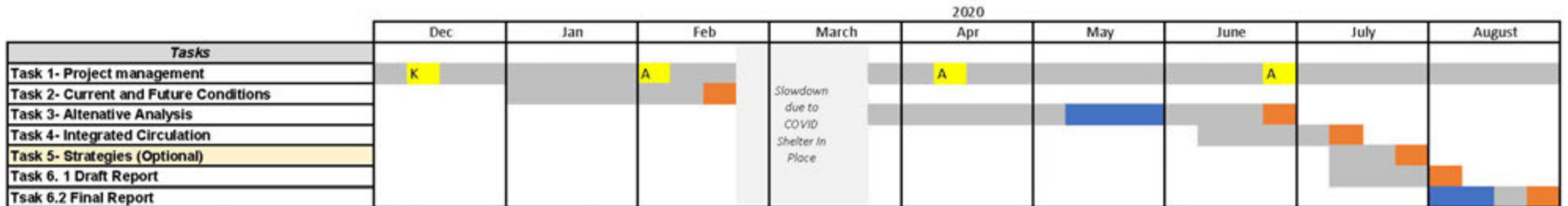
Mike Wallace, Principal
Fehr & Peers

Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

Brian Van Wyk, Deputy
Kern County Counsel

Exhibit B



* dates of technical advisory meetings will be defined in coordination with KernCOG Project manager

* the completion of Task 3 depends on KernCOG Staff availability to complete all model runs by second week of January

Meetings (Kick off - Advisory)
 KernCOG Review/ Conducting Model runs
 Deliverables

