

AGENDA
KERN COUNCIL OF GOVERNMENTS
October 19, 2023
6:30 P.M.

PRIMARY MEETING LOCATION

AVAILABLE

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

SECONDARY MEETING LOCATION
TELECONFERENCING

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

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:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Helton, Navarro, Parra, Warney

- 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 – August 17, 2023** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Regional Early Action Planning Grant Program (REAP) Funding** (Napier)

Comment: Kern Council of Governments (COG) will soon be receiving an additional allocation of Regional Early Action Planning (REAP) funding. The amount to be allocated at this time to Kern COG is \$924,200. The Regional Planning Advisory Committee has reviewed this item.

Action: Approve the sub-allocation of \$924,200 in REAP funding as depicted in Exhibit A and recommended by the Regional Planning Advisory Committee. ROLL CALL VOTE.

E. **2024-2050 Growth Forecast Consultant Contact Approval** (Davisson)

Comment: Every 4-years a consulting economist is retained through a publicly advertised request for proposal process to update the regional growth forecast, with this year's contract being negotiated with PlaceWorks not to exceed \$47,466. This contract has been reviewed by County Counsel.

Action: Approve the consultant selection of PlaceWorks to develop the 2024-2050 Growth Forecast Update and authorize Chair to sign the contract. ROLL CALL VOTE

F. **Local Clearinghouse:**

Applicant: West Coast BioFuel, LLC

Address: 34710 7th Standard Road, Suite 720

Bakersfield, CA 93314

Contact: Andrea Wogsland

Federal Agency: Rural Business-Cooperative Service

Catalog No.: 10.754

Title: The Higher Blends Infrastructure Incentive Program (HBIIP)

Description: West Coast Biofuel is presenting this application as an eligible project for a fuel distribution facility. This new facility will complement our existing business model; a blending, sales, distribution, and logistics company in the bio-fuel sector.

Federal Funds: \$1,207,056.00

Total Funds: \$2,564,056.00

Applicant: City of Ridgecrest

Address: 100 W. California Avenue

Ridgecrest, CA 93555-4054

Contact: Aaron Scott Tucker

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
Local Solicitation

Description: The Ridgecrest Police Department is applying for this DOJ Byrne Grant
in order to provide funding to continue our radio encryption project,
MDT communications, and bullet proof vest program.

Federal Funds: \$12,967.00

Total Funds: \$12,967.00

Applicant: City of Arvin

Address: 200 Campus Drive

Arvin, CA 93203-1008

Contact: Alex Ghazalpour

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
Local Solicitation

Description: To implement a city-wide mass notification and alerting platform and to
upgrade out-dated policing equipment.

Federal Funds: \$15,831.00

Total Funds: \$15,831.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway

Arvin, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Department of Education

Catalog No.: 84.116

Title: FIPSE Postsecondary Student Success Grant Program (PSSG)

Description: CSUB Technology Engagement Center

Federal Funds: \$2,765,982.00

Total Funds: \$3,046,035.00

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

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

A. Warrant Register

B. Timeline

VIII. 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.

IX. CLOSED SESSION: None.

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be November 16, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for August 17, 2023

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

THURSDAY
August 17, 2023
6:30 P.M.

The meeting was called to order by Chairman Smith at 6:58 p.m.

I. ROLL CALL:

Members Present: Ayon, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Parra, Warney, Navarro, Helton

Members Absent: Couch, Blades, Creighton

Others: Renteria, Franz, Weitzmann

Staff: Hakimi, Ball, Campbell, Invina-Jayasiri, Pacheco, Snoddy, Enriquez, Urata, Banuelos, Van Wyk

- 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 none.

- 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 – June 15, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. EV Ready Communities Agreement between Kern COG and DKS Associates as funded by the California Energy Commission ARV-20-0101 (Urata)

Comment: EV Ready Communities agreement between Kern COG and DKS Associates to provide funding to develop the 2024 Kern Electric Vehicle Charging Station (EVCS) Blueprint. County Counsel has been provided the agreement for review.

Action: Approve the Agreement between Kern Council of Governments and DKS Associates; authorize Chair to sign. ROLL CALL VOTE.

E. Local Clearinghouse:

**Applicant: Mojave Air and Space Port
Address: 1434 Flight Line
Mojave, CA 93501-2016
Contact: Timothy Reid**

**Federal Agency: Office of Local Defense Community Cooperation (DOD)
Catalog No.: 12.600
Title: Defense Community Infrastructure Pilot Program
Description: Mojave Air and Space Port Runway Project**

**Federal Funds: \$11,430,000.00
Total Funds: \$11,430,000.00**

**Applicant: Tehachapi Resource Conservation District
Address: 321 W C Street
Tehachapi, CA 93561-2011
Contact: Julia Barraclough**

**Federal Agency: Natural Resources Conservation Service
Catalog No.: 10.902
Title: 2023 USDA NRCS California Conservation Cooperative Agreements
Description: Natural resource technician to assist the NRCS withing the Tehachapi RCD area to provide technical assistance through planning, systems data management, implementation, and evaluation of NRCS programs.**

**Federal Funds: 3\$75,000.00
Total Funds: \$75,000.00**

**Applicant: 3C Capital Fund Inc.
Address: 1527 19th Street, Suite 208
Bakersfield, CA 93301
Contact: Ali Morris**

**Federal Agency: Department of Commerce (EDA)
Catalog No.: 11.024
Title: 2023 Capital Challenge
Description: Project Fish Tank**

**Federal Funds: \$500,000.00
Total Funds: \$1,000,000.00**

**Applicant: Lost Hills Union Elementary School District
Address: P.O. Box 158
Lost Hills, CA 93249-0158
Contact: Fidelina Saso**

**Federal Agency: Department of Education
Catalog No.: 84.215
Title: Applications for New Awards; Full-Service Community Schools Program
Description: West Kern Consortium (WKC) for Full-Service Community Schools Expansion**

**Federal Funds: \$15,000,000.00
Total Funds: \$33,319,906.00**

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: NASA Headquarters
Catalog No.: 43.001
Descriptive Title: Building the San Andreas Plate Boundary: Geodynamics and Deformation at the Rapidly Evolving Mendocino Triple Junction

Federal Funds: \$210,101.00
Total Funds: \$210,101.00

Applicant: United Way of Kern County
Address: 1707 Eye Street 3rd Floor
Bakersfield, CA 93301-5208
Contact: Mari Perez-Dowling

Federal Agency: Department of Education
Catalog No.: 84.215
Descriptive Title: Building and Advancing Full-Service Community Schools in Kern County, California

Federal Funds: \$2,500,000.00
Total Funds: \$4,193,695.52

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

MOTION BY DIRECTOR SCRIVNER TO APPROVE CONSENT AGENDA ITEMS A THROUGH E, SECOND BY DIRECTOR P. SMITH, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

Mr. Hakimi reported that over the past month he has met with Congressman Valadao's staff, Congressman Obernolte's staff and Congressman McCarthy's staff. I will be in Washington DC the second week of September for three days and will have meetings with all our Congressmen and our two Senators. I am trying to arrange a meeting with US DOT staff and the Speaker's office to advocate directly for a grant being submitted tomorrow by Caltrans.

VIII. MEMBER STATEMENTS:

Chairman Bob Smith stated he will be attending the League of Cities meeting in September and will not be able to attend the September 21st TPPC/Board Meeting. Several Board members (Wasco, Shafter, and Delano) and their alternates) will also be attending the

League of Cities meeting. Kern COG staff will need to determine whether to reschedule or cancel the September meeting.

IX. CLOSED SESSION:

None.

X. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:04 p.m. **NEXT MEETING – September 21, 2023. (May be dark)**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

October 19, 2023

TO: Kern Council of Governments

FROM: AHRON HAKIMI, EXECUTIVE DIRECTOR

By: Becky Napier, Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
REGIONAL EARLY ACTION PLANNING GRANT PROGRAM (REAP) FUNDING

DESCRIPTION:

Kern Council of Governments (COG) will soon be receiving an additional allocation of Regional Early Action Planning (REAP) funding. The amount to be allocated at this time to Kern COG is \$924,200. The Regional Planning Advisory Committee has reviewed this item.

DISCUSSION:

On March 31, 2021, the Regional Planning Advisory Committee (RPAC) voted to recommend to the Kern COG Board Sub-Allocation of the first round of REAP funding. As the RPAC will recall, the sub-allocation was done by population with a minimum funding of \$10,000. Attached as information is Exhibit B delineating the amounts allocated for each member agency in 2021.

During past meetings, the RPAC discussed the new requirements for Housing Elements including a program that Affirmatively Furthers Fair Housing (AFFH) and promotes housing opportunities throughout the community for protected classes, conducting an assessment of Fair Housing, preparing a Land Inventory and identification of sties through the lens of AFFH, and required CEQA reviews for small to medium sized cities. Consensus from public sector planners is that it will take \$200,000 to \$500,000 to complete housing elements even in small and medium sized cities. With the upcoming additional allocation of \$924,200 Kern COG staff and the Regional Planning Advisory Committee is recommending the following:

1. Kern COG be allocated 5% of the funding for administrative tasks,
2. The remainder of the funds be allocated equally among the member agencies.

Attached for your review is Exhibit A depicting the staff and Regional Planning Advisory Committee recommendation.

Uses of REAP Sub-Allocation funds require:

- Funds must be used for housing planning activities.

- Activities must demonstrate a nexus to increasing housing and accelerating housing production.
- Eligible activities under Sub-allocations may be coordinated or combined with LEAP pursuant to Health and Safety Code section 50515.03.
- Eligible activities under Sub-allocations may be used to establish Pro-housing Policies pursuant to Government Code section 65589.9.
- Sub-allocation for housing-related planning activities shall include but are not limited to:
 - Technical assistance in improving housing permitting processes, tracking systems, and planning tools.
 - Establishing regional or countywide housing trust funds for affordable housing (e.g., planning activities and processes, guidelines, charters).
 - Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.
 - Performing feasibility studies to determine the most efficient locations to site housing consistent with Government Code sections 65040.1 (State Planning Priorities) and 65080 (regional transportation plans).
 - Covering the costs of temporary staffing or consultant needs associated with eligible activities.
 - Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing, or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.

ACTION:

Approve the sub-allocation of \$924,200 in REAP funding as depicted in Exhibit A and recommended by the Regional Planning Advisory Committee. ROLL CALL VOTE.

EXHIBIT A

| REAP Phase III Sub Allocation | | | |
|-------------------------------|--------------|---------------------------------|---------------|
| | 5% Admin. | Sub Allocate to Member Agencies | Equal Shares |
| \$ 924,200 | \$ 46,210.04 | \$ 877,990 | |
| | | | |
| Arvin | | | \$ 73,165.83 |
| Bakersfield | | | \$ 73,165.83 |
| Cal City | | | \$ 73,165.83 |
| Delano | | | \$ 73,165.83 |
| Maricopa | | | \$ 73,165.83 |
| McFarland | | | \$ 73,165.83 |
| Ridgecrest | | | \$ 73,165.83 |
| Shafter | | | \$ 73,165.83 |
| Taft | | | \$ 73,165.83 |
| Tehachapi | | | \$ 73,165.83 |
| Wasco | | | \$ 73,165.83 |
| Kern County | | | \$ 73,165.83 |
| | | | |
| Total | \$ 46,210.04 | | \$ 877,989.96 |

| |
|---------------|
| \$ 924,200.00 |
|---------------|

EXHIBIT B

KERN COG INITIAL REAP ALLOCATION \$1,001,370.41

| | | | |
|---------------------------------------------------------------------------------------------|------------|--------------------|---------------------------|
| | | | Initial Allocation |
| Kern COG Regional Housing Activities | | | |
| | | | |
| Grant Administration < 5% | | 50,000 | |
| RHNA Consultant | | 90,000 | |
| Visualizations/Modeling | | 35,000 | |
| Salaries Benefits/Supplies Directly Related to Carrying Out Eligible Activities | | 128,031.32 | |
| | | | |
| Sub-total | | 303,031.32 | 303,031.32 |
| | | | |
| Local Jurisdiction Formula Distribution | | | |
| City | Population | Percent | REAP Funds |
| | | | |
| Arvin | 22,178 | 2.45% | 16,609 |
| bakersfield | 389,211 | 42.97% | 291,476 |
| Cal city | 15,000 | 1.66% | 11,233 |
| Delano | 53,936 | 5.95% | 40,392 |
| Maricopa | 1,240 | Minimum Allocation | 10,000 |
| McFarland | 15,242 | 1.68% | 11,415 |
| Ridgecrest | 29,712 | 3.28% | 22,251 |
| Shafter | 20,886 | 2.31% | 15,641 |
| Taft | 9,430 | Minimum Allocation | 10,000 |
| Tehachapi | 13,668 | 1.51% | 10,236 |
| Wasco | 27,955 | 3.09% | 20,935 |
| Unincorporated | 318,006 | 35.11% | 238,151 |
| | | | |
| Sub-total | 916,464 | 100.00% | 698,339.09 |
| | | | |
| Total Initial Allocation | | | 1,001,370.41 |



III. E. COG

October 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

By: Karl Davisson, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.
2024-2050 GROWTH FORECAST CONSULTANT CONTRACT APPROVAL

DESCRIPTION:

Every 4-years a consulting economist is retained through a publicly advertised request for proposal process to update the regional growth forecast, with this year's contract being negotiated with PlaceWorks not to exceed \$47,466. This contract has been reviewed by County Counsel.

DISCUSSION:

Kern COG's regional growth forecast is essential to many of Kern COG's planning efforts. The 2017 California Regional Transportation Plan (RTP) Guidelines prepared pursuant to Government Code, §14522, list the third step to be undertaken in the development of the RTP as follows: "Forecasting future population and employment growth". Updating the regional growth forecast is a critical step in moving forward with the preparation of Kern COG's next RTP.

The regional growth forecast is also referenced by Kern COG's member agencies for a variety of planning related tasks, such as: environmental impact analysis/reports, transportation models/impacts, assessing impact fees, determining need for services/infrastructure/utilities, and numerous planning studies.

Kern COG solicited proposals and advertised a request for proposal (RFP) for the update to Kern COG's growth forecast. The RFP was released on June 16th, 2023 and submittals were due 31 days later, on July 19th, 2023. Due to administrative needs and Kern COG Board calendar conflicts this item's anticipated adoption has been delayed to this date.

Kern COG received detailed inquiries about submitting a proposal from several reputable vendors. Ultimately only PlaceWorks, based in Santa Ana, CA, chose to submit a proposal. That proposal was deemed more than sufficient. PlaceWorks successfully provided the update to the Regional Growth Forecast in 2015. Kern COG staff was highly satisfied with PlaceWorks work

product at that time. The consultant reviewing team, that will also make up the core of the project steering committee, was made up of staff from the cities of Arvin and Shafter, the Kern Economic Development Corporation (KEDC), along with Kern COG staff. Project completion by March 31st, 2024 is anticipated. Kern COG staff recommend approval of this contract.

ACTION:

Approve the consultant selection of PlaceWorks to develop the 2024-2050 Growth Forecast Update and authorize the Chair to sign the contract. ROLL CALL VOTE.

CONTRACT BETWEEN
THE KERN COUNCIL OF GOVERNMENTS
AND
PLACEWORKS

THIS CONTRACT, made and entered into this 19th day of October 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and PlaceWorks hereinafter referred to as "Consultant."

Recitals

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, Kern COG, needs to obtain growth forecast services to aid in the development of its transportation model and Regional Transportation Plan; and

WHEREAS, Kern COG's member agencies can use the growth forecast for a variety of planning related tasks; and

WHEREAS, Kern COG staff have solicited and reviewed proposals, and determined that Consultant is best suited to provide the services; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract;

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit "A"; Scope of Work, Exhibit "B"; Schedule, Exhibit "C" Budget/Cost Proposal; and Exhibit "D" Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated July 19, 2023 for the delivery of products as specified in the Scope of Work, attached hereto as **Exhibit "A,"** according to the Schedule, attached hereto as **Exhibit "B,"** and Budget/Cost Proposal, attached hereto as **Exhibit "C."** During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Karl Davisson, Regional Planner
Consultant: Steven Gunnells, Chief Economist

III. Term

Time is of the essence in this contract. The term of this contract is October 19, 2023 through June 30, 2024 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 \$47,466, are subject to the inclusion and funding agency approval of this project in Kern COG's 2023-24 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.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days' notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant and shall be effective as of the date of the amending document, unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$47,466, to be billed in accordance with **Exhibit "C,"** Costs. The total sum billed under this contract may not exceed including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 604.2 as identified on the FY 2023-2024 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65.00/day meals; \$225/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B. above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

- A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.
- B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.
- C. Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14).

XVI. Publication

A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

B. The following acknowledgment of FHWA's participation must appear on the cover or title page of all final products:

"The preparation of this report has been financed, in part, through a grant from the U.S. Department of Transportation, Federal Highway Administration, under the authority of Section 148 of Title 23, United States Code (23 U.S.C §148)"

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVIII. Hold Harmless

Consultant agrees to indemnify, defend and hold harmless Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of Kern COG Counsel and counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, to the extent which they arise out of or are in any way connected with any negligent act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. 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, Consultant 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. Consultant shall promptly deliver Kern COG 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 Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

Without limiting Kern COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
- B. Comprehensive 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.

- C. Professional liability insurance of at least \$1,000,000 per occurrence and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers, agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

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

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG'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 on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant'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.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not

be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant 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.

- E. 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 of a "A-;VII" rating. Any exception to these requirements must be approved by Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. 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 Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant 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 Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended

from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit D, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or
 - 2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49



CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

Title 49 CFR, Part 26, entitled, Participation by DBEs in Department of Transportation Financial Assistance Programs, describes a race neutral measure or program as one that is, or can be, used to assist all small businesses. Race-neutral includes gender-neutrality. On the other hand, a race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

- Withholding monthly progress payments.
- Assessing sanctions.
- Liquidated damages.
- Disqualifying the contractor from future bidding as non-responsible.

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

Prompt Payment Clauses

Prompt Progress Payment to Subcontractors - A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors - The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on

these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor.

This clause applies to both DBE and non-DBE subcontractors.

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract 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:

Mr. Ahron Hakimi,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

Steve Gunnells
Chief Economist
3 MACARTHUR PLACE, SUITE 1100
SANTA ANA, CA 92707

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents, employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract 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 effected 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.

XXXI. Signature Authority

Each person executing this contract on behalf of Consultant represents and warrants that he or she is authorized by Consultant to execute and deliver this contract on behalf of Consultant and that this contract is binding on Consultant in accordance with the terms.

IN WITNESS WHEREOF, the Kern Council of Governments and PlaceWorks have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

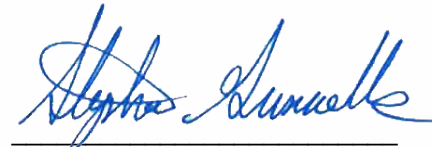
Ahron Hakimi, Executive Director
Kern Council of Governments

David Couch, Acting Chair
"Kern COG"

APPROVED AS TO FORM:

PLACEWORKS

Brian Van Wyk, Deputy
Kern County Counsel



Stephen Gunnells
Chief Economist

PlaceWorks

Exhibit A

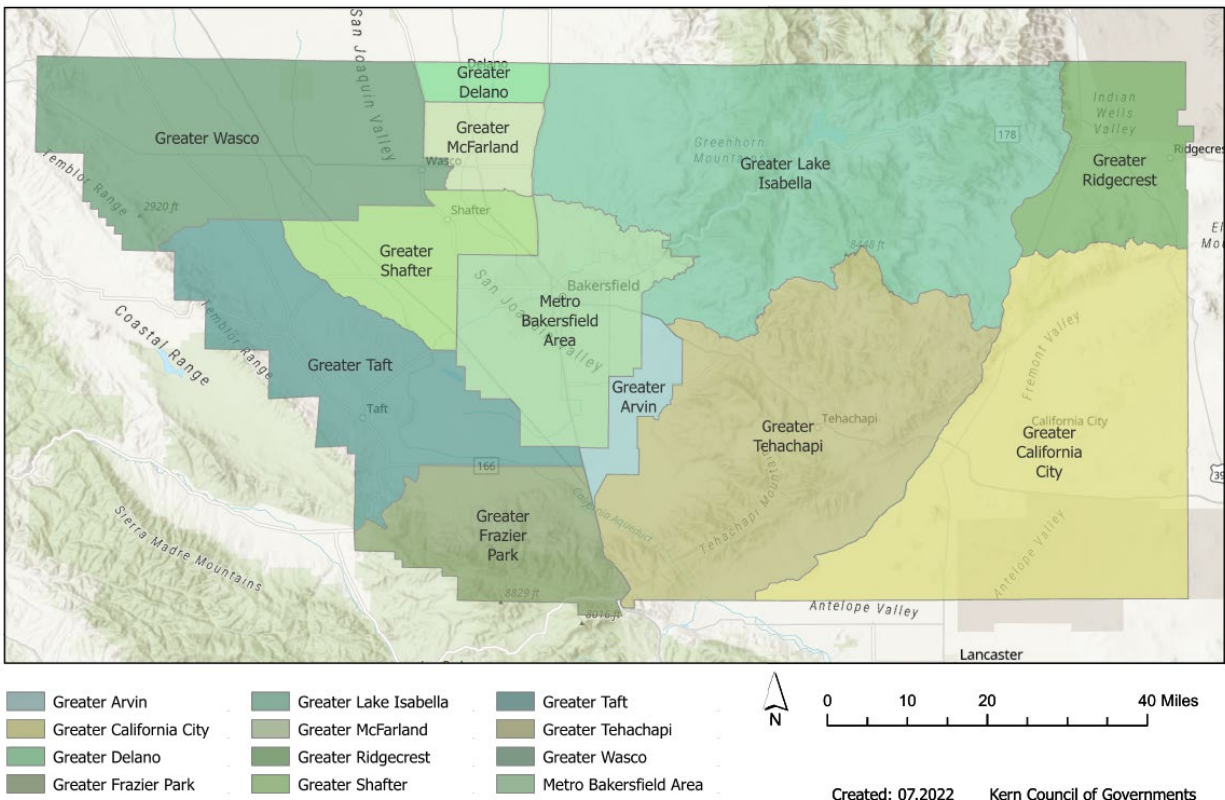
SCOPE OF WORK

The June 16, 2023 RFP titled Kern Council of Governments 2024-2050 Growth Forecast Update is incorporated into the scope of work by reference. The scope of work as proposed by PlaceWorks below including Task 3.1 is acceptable except as listed below:

Task 3.1 will instead analyze the twelve (12) Kern COG Regional Statistical Area (RSA) Subregions shown in the map below.

Additionally, the words “local-area”, “subregion”, “Regional Statistical Area” and “RSA” may be used interchangeably in this scope of work and in correspondence to refer to the areas on the Regional Statistical Area Subregions map on this page:

Regional Statistical Area (RSA) Subregions



Task 1. Project Management

1.1 Project Start-Up Meeting

PlaceWorks will conduct a kick-off meeting with the project steering committee. The meeting will clarify project expectations, finalize scope-of-work and project-schedule issues, and review intended data sources data needs. We will also discuss the status of high-speed rail and other

major projects that might influence future growth and development to identify the degree that these should be reflected in the forecasts. PlaceWorks will provide summary notes from the kick-off meeting and a refined scope-of-work and/or schedule if needed.

Task 1.2 Progress Meetings

PlaceWorks will conduct bi-weekly progress meetings in an online format with Kern COG staff and members of the project steering committee, if appropriate. These meetings will likely be brief in the first month of the project and then longer thereafter as there is more in-progress work to discuss. PlaceWorks will provide summary notes of the progress meetings.

Task 1.3 Project Steering Committee and Presentation Meetings

In addition to the project start-up meeting (Task 1.1), PlaceWorks envisions four in-person presentations during the course of the project:

Preliminary Countywide Forecast. At this meeting, PlaceWorks will present the preliminary countywide forecasts and discuss the forecast model and methodology. We will revise the preliminary countywide forecasts based on input from this review meeting and one round of consolidated written comments from Kern COG staff.

Administrative Draft Report. At this meeting, PlaceWorks will present the administrative draft report. We will revise the draft report based on input from this meeting and one round of consolidated written comments from Kern COG staff.

Final Report Presentations (2). PlaceWorks will conduct two formal presentations of the final report. Based on the RFP, it is assumed that there will be one presentation to the Transportation Technical Advisory Committee and one presentation to the Transportation Planning and Policy Committee. PlaceWorks will provide digital copies of the PowerPoint presentation to Kern COG staff.

Task 2. Countywide Forecasts

PlaceWorks will assemble and analyze the necessary data and create an Excel spreadsheet model to generate forecasts for each of the socioeconomic characteristics that Kern COG identifies in Section III, items (a) through (k) of the RFP.

Task 2.1 Primary Forecasts

The model will provide a series of projections for the primary forecasts—population, households, housing, and employment. We will evaluate these relative to the current 2020–2050 Regional Growth Forecast, CA Department of Finance projections, CA Employment Development Department projections, and other relevant forecasts. We will review the projections and the evaluation with Kern COG staff during a biweekly progress call.

As part of the projections for the primary forecasts, PlaceWorks will develop a migration model component.

This model will reflect our analysis of CA Department of Finance migration estimates, the Census Bureau's County-to-County Migration Flows data, and the Public Use Microdata Set. We will also incorporate a qualitative evaluation of the potential impact of remote-working migration.

Task 2.2 Remaining Forecasts

Once the primary forecasts are determined, we will revise the model to provide specific forecasts for the remaining socioeconomic characteristics. These remaining forecasts will be discussed in a weekly progress meeting and revised as appropriate.

Task 2.3 Final Countywide Forecasts

As discussed under Task 1, PlaceWorks will present the countywide forecasts to the project steering committee and finalize the forecasts based on input from that meeting and consolidated written comments from Kern COG staff.

Task 3. Local-Area Forecasts

Task 3.1 Local-Area Forecasts

Using the countywide forecasts as a basis, PlaceWorks will develop local-area forecasts for population, households, housing, and employment for each of the twelve Regional Statistical Areas (RSAs) in the county using CA Department of Finance, and Census Bureau data. The local area forecasts will be based on a shift-share analysis for each jurisdiction relative to the countywide total. These forecasts can be provided as a range to reflect the uncertainty inherent in the underlying data and long-term forecasts for small areas and to accommodate leeway for jurisdictions that may invest more or invest less in public infrastructure to accommodate growth and development in the future.

PlaceWorks will review the local-area forecasts with Kern COG staff during a biweekly progress call and make revisions as appropriate. The local-area forecasts would be presented to the Project Steering Committee along with the countywide forecasts.

Task 4. Project Report

Task 4.1 Draft Report

PlaceWorks will prepare an administrative draft report for the project. The report can be expected to include:

Executive Summary. The executive summary will provide a brief overview of the project, the key forecasts, a concise summary of the findings, and a discussion of the implications for planning and development. The Executive Summary will be sufficiently detailed to stand on its own.

Introduction. National and regional demographic and economic trends will be discussed and compared with Kern County. The introduction will also provide a discussion of migration trends specific to Kern County.

Model Description. This section will provide an understandable and succinct breakdown of the model, an assessment of the data incorporated into the model, and the project methodology.

Countywide Growth Forecast. This section will present high level and detailed descriptions of each forecast. It will compare and contrast the new forecast to the current forecast and forecast from the California Department of Finance.

Local-Area Forecasts. This section will present the forecasts for population, households, housing, and employment in each of the 11 cities and the unincorporated area of Kern County. This section will also describe the similarities and differences in forecast growth in rural and urban areas of Kern County.

Implications. The final section will discuss the implications of the forecasts on planning and development in general, and specifically on the Sustainable Communities Strategy and the Regional Transportation Plan.

We will submit the administrative draft report in a digital format and review it with Kern COG staff in a progress meeting. As discussed under Task 1, we will conduct a presentation of the administrative draft report to the Project Steering Committee.

Task 4.2 Final Report

Based on input from the review meeting and one round of consolidated written comments, we will submit a screencheck draft of the growth forecast model, the report, and a PowerPoint presentation of the report to the Kern COG project manager for a final review. Upon receipt of comments from the project manager, we will prepare the final version of the growth forecast model, the final report, and the PowerPoint presentation.

As discussed in Task 1, we will conduct two formal presentations of the final report to the Transportation Technical Advisory Committee and the Transportation Planning and Policy Committee.

Deliverables Summary

Unless indicated otherwise below, the proposed budget assumes that all deliverables will be submitted electronically to the Kern COG project manager, typically in an Adobe PDF format or a Microsoft Excel spreadsheet. In addition, we will provide a digital copy of any presentations we prepare for meetings with the project steering committee.

Task 1 Deliverables

- Summary notes for project kick-off meeting, biweekly progress meetings, forecasts presentations
- Refined scope of work/schedule, if changes are determined at the project kick-off meeting
- Digital copies of PowerPoint presentations
- Two in-person presentation/work sessions with the Project Steering Committee
- Two in-person presentations of the final report

Task 2 Deliverables

- Draft summary of the countywide forecasts to review with Kern COG staff
- Final summary report of the countywide forecasts and draft PowerPoint presentation
- In-person presentation to the Project Steering Committee (included in the budget under Task 1)

Task 3 (Optional) Deliverables

- Draft summary of the local-area forecasts to review with Kern COG staff
- Final summary report of the local-area forecasts and draft PowerPoint presentation

Task 4 Deliverables

- Administrative draft report
- In-person presentation to the Project Steering Committee (included in the budget under Task 1)
- Screencheck draft report, Excel spreadsheet model, draft PowerPoint presentation
- Final report, final PowerPoint Presentation
- Two in-person presentations of the final report (included in the budget under Task 1)

EXHIBIT B

Proposed Schedule

Schedule

| | Oct | Nov | Dec | Jan | Feb | Mar |
|----------------------------------------------------------|-----|-----|-----|-----|-----|-----|
| TASK 1. PROJECT MANAGEMENT | | | | | | |
| 1.1 Project Start-up Meeting | 0 | | | 0 | 0 | |
| 1.2 Progress Meetings | • | • | • | • | • | |
| 1.3 Project Steering Committee and Presentation Meetings | | | | | | 0 0 |
| TASK 2. COUNTYWIDE FORECASTS | | | | | | |
| 2.1 Primary Forecasts | | | | | | |
| 2.2 Remaining Forecasts | | | | | | |
| 2.3 Final Countywide Forecasts | | | | | | |
| TASK 3. SUB-REGION FORECASTS (OPTIONAL) | | | | | | |
| Local Area Forecasts | | | | | | |
| TASK 4. FINAL REPORT | | | | | | |
| 4.1 Draft Report | | | | | | |
| 4.2 Final Report | | | | | | |

0 In-person Meeting

• Deliverable

THE PLACEWORKS TEAM

Kern Council of Governments 2024–2050 Growth Forecast Update

COST PROPOSAL

| Task | Title | PLACEWORKS | | | | | | | | | Place- Works Hours | Place- Works Labor Total | TOTAL TASK BUDGET |
|-----------------------------------------|------------------------------------------------------|------------|--------------------|-----------|---------|------------------------|-----------------|----------------------------|----------------------|-----------------|--------------------------|--------------------------------|-------------------------|
| | | DRUKKER | GUNNELLS | WITTER | SCOTT | HERKEWITZ | GUY | Env. Report Graphics | Technical Editing | WP/ Clerical | | | |
| | | Principal | Chief Economist | Associate | Planner | GIS Manager, So Cal | GIS Coordinator | | | | | | |
| Role | | PIC | Project Manager | Associate | Planner | GIS Lead | GIS | | | | | | |
| Task | Hourly Rate: | \$260 | \$245 | \$170 | \$125 | \$205 | \$155 | \$110 | \$135 | \$125 | | | |
| TASK 1. PROJECT MANAGEMENT | | | | | | | | | | | | | |
| 1.1 | Project Start-Up Meeting | | 4 | 4 | | | | | | | 8 | \$1,660 | \$1,693 |
| 1.2 | Progress Meetings | 2 | 8 | 8 | | | | | | | 18 | \$3,840 | \$3,917 |
| 1.3 | Project Steering Committee and Presentation Meetings | | 16 | | | | | | | | 16 | \$3,920 | \$3,998 |
| | Task 1. Subtotal | 2 | 28 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 42 | \$9,420 | \$9,608 |
| TASK 2. COUNTYWIDE FORECASTS | | | | | | | | | | | | | |
| 2.1 | Primary Forecasts | 2 | 8 | 32 | 24 | 2 | 2 | | | | 70 | \$11,640 | \$11,873 |
| 2.2 | Remaining Forecasts | | 8 | 24 | 24 | | | | | | 56 | \$9,040 | \$9,221 |
| 2.3 | Final Countywide Forecasts | | 2 | 4 | 4 | | | | | | 10 | \$1,670 | \$1,703 |
| | Task 2. Subtotal | 2 | 18 | 60 | 52 | 2 | 2 | 0 | 0 | 0 | 136 | \$22,350 | \$22,797 |
| TASK 4. PROJECT REPORT | | | | | | | | | | | | | |
| 4.1 | Draft Report | | 8 | 12 | | | | | 4 | | 24 | \$4,540 | \$4,631 |
| 4.2 | Final Report | | 2 | 4 | | | | | | | 6 | \$1,170 | \$1,193 |
| | Task 3. Subtotal | 0 | 10 | 16 | 0 | 0 | 0 | 0 | 4 | 0 | 30 | \$5,710 | \$5,824 |
| | Labor Hours Total | 4 | 56 | 88 | 52 | 2 | 2 | 0 | 4 | 0 | 208 | | \$38,230 |
| | Labor Dollars Total | \$1,040 | \$13,720 | \$14,960 | \$6,500 | \$410 | \$310 | \$0 | \$540 | \$0 | | \$37,480 | |
| | PlaceWorks Percent of Total Labor | 1.9% | 26.9% | 42.3% | 25.0% | 1.0% | 1.0% | 0.0% | 1.9% | 0.0% | 100.0% | | |
| Subconsultants Reimbursable Expenses | | | | | | | | | | | | | 0 |
| PlaceWorks Reimbursable Expenses | | | | | | | | | | | | | \$1,015 |
| REIMBURSABLE EXPENSES TOTAL | | | | | | | | | | | | | \$1,015 |
| 2% of Labor for Office Expenses | | | | | | | | | | | | | \$750 |
| GRAND TOTAL | | | | | | | | | | | | | \$39,245 |
| TASK 3. LOCAL-AREA FORECASTS (OPTIONAL) | | | | | | | | | | | | | |
| 3.1 | Local-Area Forecasts | 2 | 8 | 24 | 12 | | | | | | 46 | \$8,060 | \$8,221 |
| | Task 5. Subtotal | 2 | 8 | 24 | 12 | 0 | 0 | 0 | 0 | 0 | 46 | \$8,060 | \$8,221 |

Budget/Cost Proposal

EXHIBIT C

Exhibit D

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

- 1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in sub paragraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



PLACEWORKS

9-20-23

Date