

**AGENDA
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY
OCTOBER 20, 2016
6:30 P.M.**

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:** Flores, B. Smith, Wood, Pascual, Wilke, Cantu, Mower, Prout, Krier, P. Smith, Wegman, Couch, Scrivner

Congestion Management Agency Ex-Officio Members: Kiernan, 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) 861-2191. 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 – September 15, 2016**

- B. **Concurrence in Actions of TPPC**

- C. **Response to Public Comments (None)**

- D. **Local Clearinghouse (None)**

- E. **FY 2017-2018 Overall Work Program (Phipps)**

Comment: Kern COG is developing its 2017-18 Overall Work Program and is soliciting eligible projects for possible inclusion.

Action: Information.

- F. **Community Survey Contract Approval (Napier)**

Comment: Community Survey Contract for Fiscal Year 2016-17 in an amount not to exceed \$65,000. This item has been sent to County Counsel for review.

Action: Approve the contract for the Community Survey between Kern COG and Godbe Research in an amount not to exceed \$65,000 and authorize the Chair to sign. **VOICE VOTE.**

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

- IV. **KERN COG: (None)**
- V. **TRANSPORTATION AUTHORITY: (None)**
- VI. **CONGESTION MANAGEMENT AGENCY: (None)**
- VII. **KERN MOTORIST AID AUTHORITY: (None)**
- VIII. **MEETING REPORTS: (None)**
- IX. **EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)**
 - A. Warrant Register
 - B. Timeline
- X. **MEMBER STATEMENTS:** On their own initiative, Council members may make a brief announcement or a 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.
- XI. **CLOSED SESSION: None**
- XII. **ADJOURNMENT: NEXT MEETING – NOVEMBER 17, 2016**

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting of September 15, 2016

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

THURSDAY
SEPTEMBER 15, 2016
6:30 P.M.

The meeting was called to order by Chair Jennifer Wood at approximately 6:50 p.m.

I. ROLL CALL:

Members Present: Flores, B. Smith, Wood, Pascual, Wilke, Prout, Krier, P. Smith, Wegman, Couch

Members Absent: Cantu, Mower, Scrivner

Alternates: Sanders

Congestion Management Agency Ex-Officio Members: Miller, Parra

Others: 5

Staff: Hakimi, Collins, Ball, Snoddy, Stramaglia, Pacheco, Smith, Palomo, Heimer and VanWyk

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. None heard.

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 18, 2016

B. Concurrence in Actions of TPPC

C. Response to Public Comments (None)

D. Local Clearinghouse:

E. Sole Source Purchase of Computer Storage

F. Equipment and Materials Disposal

G. FY 2016-17 Overall Work Program and Financial Plan Amendment No. 1

MOTION BY DIRECTOR COUCH second by Director Flores, TO APPROVE THE CONSENT CALENDAR. Motion carried with a roll call vote.

IV. KERN COG: (None)

V. TRANSPORTATION AUTHORITY: (None)

VI. CONGESTION MANAGEMENT AGENCY: (None)

VII. KERN MOTORIST AID AUTHORITY: (None)

VIII. MEETING REPORTS: (None)

IX. EXECUTIVE DIRECTOR'S REPORT:

- A. Warrant Register
- B. Timeline

Mr. Hakimi stated that last week was the Valley Voice trip to Washington DC where all eight counties in the central valley visited with our Federal legislators and their staff. He thanked Mayor Wegman for joining them. We had opportunity to talk with Senators, Congressman and House members along with staff from EPA, DOT and several other agencies. It was a productive trip.

September 21st to October 2nd is the Kern County Fair. Kern COG will have a booth, please stop by if you plan on attending the fair. We will be doing a different outreach where we get input from citizens directly on maps instead of the chip game. Now we are asking them directly where do you want transportation improvements and asking them to put that down on maps of their communities.

September 28th is the Tehachapi Fall Business Showcase where CommuteKern will have a booth. October 3rd – 7th is Rideshare Week. October 21st is the Desert Empire Fair. The Wasco Rose Festival was last weekend and the Tehachapi Mountain Festival was in August. We had staff members at both of those events. There was also an electric car event at Riverwalk Park as well last weekend, and we also had staff out there.

Starting in mid-October Brown Armstrong, our accounting firm, will begin the TDA audits in each of your jurisdictions (except for Bakersfield and Maricopa) and the County.

Ms. Parra wanted to thank Kern COG and Peter Smith for the TDA Article 3 that was approved for bicycle and pedestrian safety programs. The money is going for infrastructure, but most importantly there's money in there this time for education and that's very important. Also GET will be having rideshare the whole month of October.

Mr. Hakimi wanted to add to that, this is the first year in five years that all applications were funded in the TDA 3 Program. Great job to all of you that applied. You were all rewarded with funds.

X MEMBER STATEMENTS: On their own initiative, Council members may make a brief announcement or a 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.

Chair wanted to say that she's extremely proud of the Kern COG staff for all of the work they did for the CTC coming into town. A lot of good work, organizing and set-up, it ran very smoothly as a result. Also for setting up the train opportunity, that was phenomenal. CTC Commissioners all seemed very impressed with everything. She appreciated it very much, you make our jobs a lot easier. She wanted to thank all the electeds that attended as well. This was a very important outreach opportunity and it's important that electeds are present. Thank you so much to everyone.

XI. CLOSED SESSION: None

XII. ADJOURNMENT: NEXT MEETING: OCTOBER 20, 2016

There being no further business, the meeting adjourned at approximately 6:55 p.m.

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Jennifer A. Wood, Chair

DATE: _____



III. E. COG

October 20, 2016

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Robert Phipps,
Administrative Services Director

SUBJECT: AGENDA NUMBER III. CONSENT CALENDAR ITEM E.
FY 2017-18 OVERALL WORK PROGRAM

DESCRIPTION:

Kern COG is developing its 2017-18 Overall Work Program and is soliciting eligible projects for possible inclusion.

DISCUSSION:

The Overall Work Program (OWP) is an annual administrative document developed 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. Project scope is limited by available funding.

Agencies are encouraged to submit appropriate projects to Kern COG staff for possible inclusion in the FY 2017-18 Overall Work Program. These proposals may include but are not limited to:

- Freight and rail studies;
- Corridor or interchange studies;
- Transit studies or plans and;
- Requests for technical assistance.

Requests should be submitted in writing to the Executive Director no later than December 2, 2016. All requests will be reviewed for project eligibility and budgetary impacts. Eligible projects will be included in the preliminary Overall Work Program that will be presented to Kern COG's Board by February 2017.

ACTION:

Information.



III. F. COG

October 20, 2016

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Regional Planner

SUBJECT: KERN COG AGENDA NUMBER III. CONSENT CALENDAR ITEM F.
COMMUNITY SURVEY CONTRACT APPROVAL

DESCRIPTION:

Community Survey Contract for Fiscal Year 2016-2017 in an amount not to exceed \$65,000. This item has been sent to County Counsel for review.

DISCUSSION:

The Request for Proposal for the 2013 Community Survey included a clause allowing Kern COG to retain the services of the successful firm for up to four (4) additional fiscal years. On September 16, 2016, Godbe Research submitted a letter of intent (attached) to conduct another Kern COG Community Survey for fiscal year 2016-2017. Godbe Research is assigning the same project manager, Bryan Godbe.

The research objectives for the community survey are to: (a) assess residents' overall opinion of the quality of life in their city or town; (b) survey the importance of issues related to the future quality of life in the county; (c) identify housing preferences; (d) understand the daily commute of the average resident; and (e) identify any differences in opinion due to demographic and/or behavioral characteristics. Selected questions and variables are compared to previous telephone surveys conducted from 2007 through 2016.

The 2016-2017 survey will be used to inform the continuing Regional Transportation Planning process. It is anticipated the current survey will be conducted in the spring of 2017. This project was approved in the 2016-2017 Overall Work Program.

ACTION

Approve the contract for the Community Survey between Kern COG and Godbe Research in an amount not to exceed \$65,000 and authorize the Chair to sign. VOICE VOTE.

**CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND
GODBE RESEARCH**

THIS CONTRACT, made and entered into this 20th day of October, 2016 (“Execution Date”), by and between the Kern Council of Governments (“Kern COG”) and Godbe Research (“Consultant”).

WITNESSETH:

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

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Scope of Work, Budget and Deliverables and Schedule, 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 December 13, 2012, for the delivery of products as specified in the Scope of Work, Budget and Deliverables attached hereto as Exhibit "A," and according to the Schedule, attached hereto as Exhibit "B." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Becky Napier, Regional Planner
Consultant: Bryan Godbe, Project Manager

III. Term

Time is of the essence in this contract. The term of this contract shall be from the Execution Date through June 30, 2017, 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 30, 2017, are subject to the inclusion and funding agency approval of this project in Kern COG's 2017-2018 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 a ten (10) day 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 \$65,000, to be billed in accordance with Exhibit "A," Scope of Work, Budget and Deliverables. The total sum billed under this contract may not exceed \$65,000 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 601.3 as identified on the FY 2014-2015 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/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. 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 28 CFR 179.9(c) and (d).

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 FTA'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 Transit Administration, under the authority of the 49 USC Chapter 43 #5313(b) of the Federal Transit Laws.”

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 County Counsel and counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any 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 with limits for bodily injury of not less than \$25,000 per person, \$250,000 per accident, and for property damages of not less than \$50,000, or such coverage with a combined single limit of \$250,000.
- C. Professional liability insurance of at least \$1,000,000.
- 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 sub-paragraph 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 the 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 "C", "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 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

Consultant shall ensure that DBEs, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this contract. In this regard, Consultant shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and to perform subcontracts arising out of this contract. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or such other remedy Kern COG may deem appropriate.

During the period of this contract, the Consultant shall maintain records of all applicable subcontracts advertised and entered into germane to this contract, documenting the opportunity given to DBEs to participate in this contract, actual DBE participation, and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE subcontractor or vendor, and the total dollar amount actually paid each DBE subcontractor or vendor. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Consultant, and shall be furnished to Kern COG.

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 COG
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

Mr. Charles Hester
Vice President
Godbe Research
1575 Old Bayshore Highway, Suite 102
Burlingame, CA 94010

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 Godbe Research, Inc. 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 COG

Jennifer A. Wood, Chair
Kern COG

APPROVED AS TO FORM:

GODBE RESEARCH

Brian Van Wyk, Deputy
Kern County Counsel

Charles Hester, Vice President
Consultant

EXHIBIT "A"

SCOPE OF WORK, BUDGET, AND DELIVERABLES

1. Conduct a countywide survey of Kern County residents to gauge public perception of and reaction to quality of life issues, community services, growth, jobs and the economy, according to the following:
 - A. PHASE 1: Questionnaire Design, Development and Project Administration**
 - Task 1.1: Project initiation and kick-off meeting
 - Task 1.2: Through an iterative process with Kern COG, develop draft survey instrument
 - Task 1.3: Conduct bi-weekly meetings and/or conference calls, as needed
 - Task 1.4: Provide monthly progress reports on project status/accomplishments, billing and upcoming goals
 - B. PHASE 2: Survey Pre-Test**
 - Task 3.1: Pre-Test of survey instrument to determine interview length
 - Task 3.2: Kern COG review and approval of draft survey instrument and pre-test
 - Task 3.3: Consultant to develop final survey instrument
 - Task 3.4: Translate the final survey instrument into Spanish
 - C. PHASE 4: Survey Sample and Data Collection (Consultant)**
 - Task 4.1: Select phone numbers and random sample
 - Task 4.2: Sample shall be stratified among the four sub-regions and by supervisorial district
 - Task 4.3: Interviewer briefing/training
 - Task 4.4: Data collection
 - Task 4.5: Debriefing
 - D. PHASE 5: Data Analysis and Final Report (Consultant)**
 - Task 5.1: Data entry and analysis
 - Task 5.2: Verification of survey population
 - Task 5.3: Preparation of Final Report
2. Conduct and report on the results of a statistically valid, countywide survey to gauge public perception of and reaction to quality of life issues, community services, growth, jobs and the economy.
3. Provide up to 2 bound copies as directed by Kern COG, one unbound copy, fifteen electronic copies in word format on CD, and one electronic copy in PDF format on CD for the poll report.
4. Provide one copy of raw interview data in Excel format on CD.

PROJECT TO BE COMPLETED BY JUNE 30, 2017, FOR A TOTAL COST NOT TO EXCEED \$65,000.

EXHIBIT "B"
SCHEDULE

	January	February	March	April	May	June
Project Kick-off Meeting		■				
Review of Previous Surveys & Other Data		■				
Questionnaire Drafting and Refinement		■				
Sample Development and Matching		■				
Meeting with Kern COG to review Draft Survey			■			
Pretest and CATI Programming			■			
Survey Translation			■			
Data Collection/Interviewing			■			
Topline Report meeting with Kern COG				■		
Draft Analysis & Reporting				■		
Report/Recommendations Review with Kern COG				■		
Final Project Report Development					■	
Presentation of Findings to Kern COG						
Staff/Administration & Board						■
Post Survey Consulting on the Results (ongoing)						

EXHIBIT "C"

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

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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.

(Consultant)

Date



GODBE RESEARCH
Gain Insight

September 16, 2016

Ms. Becky Napier
Kern Council of Governments
1401 19th Street
Suite 300
Bakersfield, CA 93301

Dear Ms. Napier:

Godbe Research is pleased to submit this letter of intent to conduct our fourth event of the Kern Council of Government's (Kern COG) Community Survey project for fiscal year 2016 – 2017 (FY 16/17), under our current contract with Kern COG. This letter is based on Kern COG's desire to invoke the contract clause that allows Kern COG to retain Godbe Research for the Community Survey project for up to an additional four fiscal years beyond the first year of the survey in FY 12/13.

Based on our successful transition to a hybrid Internet and telephone survey process for the FY 15/16 Community Survey, we again recommend this methodology to: 1) help mitigate the dramatic cost increases of having to 'hand dial' all cell phones based on a 2015 Federal Communications Commission (FCC) ruling, and; 2) to help increase participation and response rates among Kern County residents in the 18 to 49 year old age groups that have become hard to survey in a telephone-only survey format. Similar to this most recent Community Survey (FY 15/16), the sample for the Internet version of the survey comes from the same sample sources as previous telephone-only Community Surveys. The Internet version is also protected so that we are sending an email invitation to a specific County resident, that resident can only take the survey once, and the link to the survey for that resident cannot be forwarded to anyone else to take the survey. In addition, anyone who takes the survey via the Internet module will be moved from the sampling frame for the telephone version of the survey to avoid potential duplicate responses.

Based on our recommendation, we have provided cost options for a hybrid (Internet and telephone) survey of Kern County (County) residents in the attachment to this letter for the FY 16/17 Community Survey. Some very good news is that given the productivity of the hybrid approach for the most recent FY 15/16 survey event, costs have not increased for this FY 16/17 Community Survey event, as long as the parameters for this year (hybrid methodology, 1,200 resident interviews, 22-minute survey length or shorter, surveys conducted in English and Spanish, number of hard copy and electronic reports provided to Kern COG, etc.) coincide with the parameters for FY 15/16.

We are ready to begin the FY 16/17 Community Survey according to Kern COG's schedule. As always, we look forward to working with Kern COG on the Annual Community Survey process. If you have any questions or would like additional information, please do not hesitate to contact me directly at 650-288-3021 or cwhester@godberesearch.com.

Sincerely,

Charles Hester
Vice President



GODBE RESEARCH
Gain Insight

Godbe Research / Kern Council of Governments
FY 16/17 Community Survey Cost Options

Hybrid Survey of 1,200 (n=1,200) Kern County Residents

<u>Project Task</u>	<u>18-min.</u>	<u>20-min.</u>	<u>22-min.</u>
Sample (Phone and Email)	\$3,800.00	\$3,800.00	\$3,800.00
Internet Version Programming/Testing	\$4,750.00	\$5,000.00	\$5,250.00
CATI Programming of Telephone Version	\$1,500.00	\$1,650.00	\$1,800.00
Internet Version Recruitment	\$1,000.00	\$1,000.00	\$1,000.00
Internet Version Hosting	\$750.00	\$750.00	\$750.00
Spanish Translation and Programming	\$1,150.00	\$1,250.00	\$1,350.00
Telephone Interviewing	\$26,250.00	\$28,500.00	\$31,875.00
Spanish Interviewing Surcharge	\$2,000.00	\$2,500.00	\$3,000.00
Data Processing	\$1,300.00	\$1,400.00	\$1,500.00
Research Fee	\$9,500.00	\$9,500.00	\$9,500.00
Project Management	\$3,500.00	\$3,500.00	\$3,500.00
<u>Miscellaneous/Travel Expenses</u>	<u>\$1,050.00</u>	<u>\$1,050.00</u>	<u>\$1,050.00</u>
Project Total	\$56,550.00	\$59,900.00	\$64,375.00