Updated REQUEST FOR PROPOSALS (RFP)

TO PROCURE CONSULTING SERVICES FOR PLANNING ACTIVITIES RELATED TO AFFORDABLE HOUSING, WORKFORCE DEVELOPMENT AND ALTERNATIVE TRANSPORTATION IN DOWNTOWN BAKERSFIELD UNDER THE TRANSFORMATIVE CLIMATES COMMUNITIES (TCC) PLANNING GRANT

CITY OF BAKERSFIELD

Phil Burns, Interim Development Services Director
Development Services Department – Planning Division
1715 Chester Avenue | Bakersfield, CA 93301

POSTED: September 11, 2019
DUE: October 2, 2019
REQUEST FOR PROPOSAL (RFP)

FOR PROFESSIONAL SERVICES TO PROCURE CONSULTING SERVICES FOR PLANNING ACTIVITIES RELATED TO AFFORDABLE HOUSING, WORKFORCE DEVELOPMENT AND ALTERNATIVE TRANSPORTATION IN DOWNTOWN BAKERSFIELD UNDER THE TRANSFORMATIVE CLIMATES COMMUNITIES (TCC) PLANNING GRANT

The City of Bakersfield is seeking a qualified professional consultant to initiate planning activities related to the affordable housing, workforce development, and alternative transportation in downtown Bakersfield. A list of consultants who have received this distribution RFP is attached.

Respondents to the Request for Proposal (RFP) are specifically directed not to contact any City personnel other than the contact person indicated below. It is suggested that you send a single email inquiry if there are multiple questions concerning the scope of professional services required.

HOW TO RESPOND TO THIS RFP:

In order to respond to this RFP, please submit 4 hard copies and 1 digital copy of your proposal to the following address:

Cecelia Griego, Principal Planner
Development Services Department
Economic and Community Development Division
1715 Chester Avenue | Bakersfield, CA 93301
Email: cgriego@bakersfieldcity.us | Phone: (661) 326-3788

All envelopes/shipping boxes are to be clearly marked as follows:

RESPONSE TO REQUEST FOR PROPOSAL (RFP)
CONSULTING SERVICES FOR PLANNING ACTIVITIES RELATED TO AFFORDABLE HOUSING, WORKFORCE DEVELOPMENT AND ALTERNATIVE TRANSPORTATION IN DOWNTOWN BAKERSFIELD UNDER THE TRANSFORMATIVE CLIMATES COMMUNITIES (TCC) PLANNING GRANT

DUE DATE: This proposal is subject to a 3 week response period. Consideration has been included for mail delivery and holidays in calculating the response date. Proposers are solely responsible for ensuring timely receipt of proposals and responses received after the Due Date will not be considered. Postmark date will not constitute timely delivery.

The proposal must arrive at the address noted above before 5:00 pm on the closing date listed below to be considered for this Project.

Plan Calendar is as follows:

Distribution of RFQ/RFP ................................................................. 9/11/19
DUE DATE for Response to RFP ....................................................... 10/2/19
Notification of Final Selection, Tentative ......................................... 10/4/19

September 11, 2019
Phil Burns, Interim Development Services Director
Development Services Department
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1.0 PROJECT OVERVIEW

1.1 PROJECT BACKGROUND

The City of Bakersfield is the 9th largest city in California and the 53rd most populous in the nation. Its population increased more than 55% between 2000 and 2018 to the current population of over 389,000. The City is spread over a large area over 151 square miles, and is the county seat for Kern County; the third largest county in California. The City of Bakersfield has a diverse economy with a labor force that has increased by 29% since 2003 (Source: U.S. Bureau of Labor Statistics) and an Area Median Income of $58,669 (Source: U.S. Census Bureau). However, according to Census Bureau data, Bakersfield’s poverty rates are far higher than state and national averages: 15.4% of families, and 19.7% of individuals, are below the poverty level. In 2018, Bakersfield had 122,145 housing units and the current median sales price is $243,000 (Source: Zillow Research). Low incomes and the price of housing in the community make it necessary for the City to focus efforts on both workforce development and increasing the supply of affordable housing with sustainable infrastructure in its urban core.

In 2018, the Bakersfield City Council adopted the “Making Downtown Vision” plan which established the framework for future development in Downtown Bakersfield through the next 10, 20, and 30 years. The Plan also established a path to achieve several of the key goals; including an increase in the population and economic density in the urban core. By increasing housing and improving connections to job, cultural and other activity centers, the Revitalizing Downtown Bakersfield project will further define and implement the City’s vision.

1.2 PROJECT DESCRIPTION

The Project is “Revitalizing Downtown Bakersfield” and represents the continued implementation of the Making Downtown Vision Plan. The Project includes redevelopment of Bakersfield’s downtown and historic neighborhoods to the east and south commonly known as Old Town Kern, Oleander, Sunset, and Lakeview. Since these areas have been a focus of redevelopment activities, the City would like to continue the transformation of these neighborhoods into livable, sustainable, and thriving communities.

1.2.1 Project Purpose

The downtown area serves as the City’s main employment center and hub for government offices, hospitals, and entertainment venues. The most prominent land uses are commercial and industrial with a range of retail, office, hospitals, government services, and public facilities. Downtown was also a former redevelopment area where projects included the transformation of an irrigation canal into a linear park; redevelopment of the City’s central park; and investment in affordable housing and infrastructure have been a part of downtown redevelopment efforts. Through the Downtown Vision Plan process, Bakersfield residents, business owners, officials, and other community organizations and stakeholders developed a 30-year plan to make downtown more walkable, multi-model, sustainable, and livable with proposed infrastructure upgrades and an implementation strategy that stimulates economic growth and development. The Project purpose is intended to build on these efforts and initiate implementation of the Vision Plan.

The Project will continue past redevelopment efforts with a focus on affordable housing, workforce development, and alternative transportation projects related to improvements to the public realm that include the expansion of the bike network, closing gaps and upgrading sidewalks, crosswalks, and making streetscape enhancements and urban greening for pedestrians that will create a fluid transition
between transportation modes (bike, transit, and car) and community destinations that will enhance the economic vitality, improve livability, and sustainability.

1.2.2 Project Funding

The Project is funded through the California Strategic Growth Council’s Transformative Climate Communities (TCC) Program by a planning grant. See Exhibit “A” Grant Agreement. The planning grant funds various activities in disadvantaged communities that may be eligible for future TCC Implementation grants. The City’s Project focuses on TCC priorities that directly benefit vulnerable communities and are defined within existing plans and further development in the planning area. The focus of TCC is place-based which requires a holistic understanding of community needs and direct involvement from community members.

1.2.3 Project Scope

The requirements of the Project include making steps towards implementing existing City plans, vision documents and projects already identified, with focused needs assessment and community engagement for creating a priority list of implementing projects in line with TCC priorities. The Project scope includes tasks towards meeting the requirements and completing documentation for a future application of a TCC Implementation Grant. Community engagement is also a key deliverable. Lead by the Kern County Employers’ Training Resource, a total of six community engagement events will be held. The full scope of work is broken down in Section 2.

1.2.3 Project Location

The Planning Area includes Bakersfield’s Downtown and historic neighborhoods to the east and south commonly known as Old Town Kern, Oleander, Sunset, and Lakeview. See Exhibit “B” Project Area Map.

As stated above, the Downtown area serves as the City’s main employment center and hub for government offices, hospitals, and entertainment venues. The most prominent land uses are commercial and industrial with a range of retail, office, hospitals, government services, and public facilities. Downtown was also a former redevelopment area.

The Old Town Kern area was the former central business district for the town of Sumner (later known as Kern City) and included the original train station in Bakersfield. Bakersfield’s first electric street car served as a connection between downtown Bakersfield and Old Town Kern. The planning area will include the area south of Sumner Street do to how the Census Tracts are drawn. Old Town Kern is a mix of residential, commercial, and manufacturing developments. Community resources include the Owens Intermediate Elementary School, the Kelly F. Blanton Student Education Center for displaced youth, The Mission at Kern County, and the Bakersfield Homeless Center.

The Oleander, Sunset, and Lakeview areas are historical residential neighborhoods with many turn-of-the-century houses and park-like streets. Commercial uses exist along the H Street, Chester Avenue, and Brundage Lane corridors. There are two community parks, two elementary schools, a middle school, and high school in the Project area. The area also includes the Bakersfield Senior Center and Bakersfield Police Activities League Youth Center.

The Planning Area includes the most disadvantaged census tracts with three contiguous census tracts that are considered top five percent disadvantaged census tracts and the rest within the top 10 percent most disadvantaged. The Planning Area also includes the Downtown Vision Plan Area; other relevant plans include the General Plan, Bike Transportation Plan, Regional Transportation Plan and Sustainable
Communities Strategy, Kern Region Active Transportation Plan and Employers’ Training Resource of Kern County Four Year Plan. Over 83,000 residents live within the Planning Area and over 24,000 residents commute daily to downtown for employment.

2.0 SERVICES TO BE PROVIDED BY THE CONSULTANT

The City of Bakersfield Development Services Department, in partnership with other government agencies and community-based organizations, seek proposals from experienced community development consultant firms or individual consultants to initiate planning activities related to affordable housing, workforce development, and alternative transportation in downtown Bakersfield. These planning activities include an Affordable Housing Site Analysis; Workforce Development Demographic and Labor Market Study; and an Alternative Transportation, Housing, and Workforce Development Prioritization Plan. Ultimately, these planning activities provide the framework and strategy for neighborhood transformation with a prioritized list of “shovel ready” projects aligning with Transformative Climates Communities’ strategies and objectives that reduce GHG emissions and achieve public health, environmental, and economic benefits.

2.1 PLAN CONTENTS

The selected consultant should prepare the proposal with the assumption that it will have primary responsibilities for coordination of activities identified the City’s grant agreement, including but not limited to attendance at community outreach events, public meetings/hearings, technical data gathering, surveys, analysis, maps, conclusions and optional actions that may be requested by the City. The selected consultant will be responsible for carrying out all aspects of the development of the Revitalizing Downtown Bakersfield: Live, Work, Play Project deliverables in accordance with the Tasks in this RFP.

2.2 PROJECT MILESTONES (TASKS)

2.2.1 Task 1: Affordable Housing Site Analysis

The first task is to identify potential locations for future affordable housing projects and prepare recommendations as to how to prepare these respective sites to be “shovel ready” for the next funding cycle of the Transformative Climates Communities (TCC) Program.

Households in the Planning Area are both low income and highly burdened by housing costs over 30 percent, sometimes over 50 percent of the family income. An Affordable Housing Site Analysis creates greater opportunity for the construction of affordable housing to address the City’s housing need and reduces the housing burdens of the residents within the Planning Area. Identifying affordable housing site opportunities and community priorities will be part into this planning activity to help initiate the Planning Area’s overall neighborhood transformation.

Phase 1: Household Displacement Avoidance

Provide detail on potential actions needed to establish policies and programs to avoid the displacement of existing households within the Project Area.

- Include a description of displacement vulnerability among existing households and small businesses within the Project Area;
- Include a description of the policies, plans, ordinances, or programs that are already in place to avoid displacement;
- Identify potential new policies and programs that can be pursued to avoid displacement among existing households within the Project Area. Choose from example policies within Appendix C of TCC Guidelines and include at least three new policies to prevent the displacement of very low and low-income households.
• Identify quantifiable goals for selected policies through the community engagement process.
• Identify entities responsible for and involved in implementing each new policy and program; and
• Identify any potential TCC projects subject to State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.).

Phase 2: Affordable Housing Opportunities
Identify affordable housing opportunities as well as identify existing and potential tools to implement affordable housing such as (1) financing strategies - financial assistance to support the construction, acquisition and rehabilitation of affordable housing; (2) land use and regulatory strategies - regulations and incentives that leverage private development activities to increase the supply of affordable housing; (3) services - programs designed to help low-income and at-risk populations find and maintain safe and affordable housing. In this task the consultant will:

• Inventory of potential affordable housing sites in the project area including vacant, underutilized or reuse/ redevelopment of existing structures with emphases on sites near amenities such as transit, services, schools, etc.
• Identify site constraints: zoning, other financial or environmental constraints; development impact fees, adequate infrastructure capacity, etc.
• Identify existing and potential tools to implement affordable housing such as: financing strategies; process streamlining, land use and regulatory strategies; housing related services and programs designed to help low-income and at-risk populations.
• Identify affordable housing opportunities in the short-term for TTC project priority list, while laying the framework for future opportunities.

Phase 3: Community Outreach
As part of focused community outreach events per the grant agreement, the Kern County Employers’ Training Resource will lead community events on affordable housing needs and opportunities. The consultant will assist with coordination and attend all outreach events to engage the community on housing needs to help guide the development of priority list of affordable housing projects.

• Attend two community meetings to inform the community and to solicit stakeholder input on affordable housing needs and potential TCC affordable housing projects. Technical assistance and coordination will be provided by Kern Employers’ Training Resource, the workforce development department at the County of Kern.

Phase 4: TCC Priority Affordable Housing Projects
With guidance from City, Grant Partners and the Community, develop a comprehensive list of potential TCC Implementation projects. Rank projects by “readiness” as required by the TCC program. All affordable housing development projects must conform to the requirements of the Affordable Housing and Sustainable Communities Program (http://sgc.ca.gov/programs/ahsc/resources/). Proposed Affordable Housing projects should also at minimum include one of the following projects: New or expanded transit service (bus, train, ferry, shuttle, or vanpool)

• Increased ridership
• New pedestrian facilities
• New bike paths or lanes (Class I, II, or IV)
• New or expanded bike share

For the top two affordable housing projects develop the following:
• Work plans and clear timelines, discrete tasks and detailed deliverables
• Budgets broken down by task including estimated project costs
• Allocation of leverage funding
• Supporting documents verifying readiness status of each project
• Describe how each project will increase community resiliency to the impacts climate change including a list of adaptation measures that are part of each project

In addition, identify potential affordable housing sites where TCC could fund land acquisition for affordable housing and, if sites are identified, prepare a preliminary scoping plan for purchasing potential land within the project area and intended use such as affordability mix and targeted population.

<table>
<thead>
<tr>
<th>Task 1 Deliverables</th>
<th>Timeline (Following the issuance of the Notice to Proceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverables</td>
<td></td>
</tr>
<tr>
<td>Project Coordination</td>
<td>November 2019 - August 2020</td>
</tr>
<tr>
<td>Coordinate Project Kick-off with Project Focus Group</td>
<td>November 2019</td>
</tr>
<tr>
<td>Household Displacement Avoidance Plan</td>
<td>November 2020 – February 2020</td>
</tr>
<tr>
<td>Affordable Housing Opportunities</td>
<td>November 2019 - March 2020</td>
</tr>
<tr>
<td>Community Outreach: Two Community meetings</td>
<td>April 2020</td>
</tr>
<tr>
<td>TCC Priority Affordable Housing Projects</td>
<td>May 2020</td>
</tr>
<tr>
<td>Final Affordable Housing Site Analysis (Task 4 Final Plan)</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

2.2.2 Task 2: Workforce Development Demographic and Labor Market Study

The second task is identify the workforce development needs within the Planning Area relative to the labor market including identifying opportunities to collaborate with the County of Kern’s Workforce Development Board on employment-related activities under the federal Workforce Innovation and Opportunity Act.

Phase 1: Business Displacement Avoidance
Provide detail on potential actions needed to establish policies and programs to avoid the displacement of small businesses within the Project Area.
• Include a description of displacement vulnerability among existing small businesses within the Project Area;
• Include a description of the policies, plans, ordinances, or programs that are already in place to avoid displacement
• Identify potential new policies and programs that will be pursued to avoid displacement among existing businesses within the Project Area. Choose from example policies within Appendix C of TCC Guidelines and include at least two new policies from prevent the displacement of local and small businesses.
• Identify quantifiable goals for selected policies through the community engagement process.
• Identify entities responsible for and involved in implementing each new policy and program, and whether the implementing entities are the City or TCC Partners; and
• Identify if a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, div. 1, ch. 6, § 6000 et seq.) for the Project Area.

Phase 2: Workforce Development Demographic and Labor Market Overview
This task will include a Workforce Development Demographic and Labor Market Study that will help bridge the gap between the needs of job seekers and employers. The Draft Workforce Development Demographic and Labor Market Study will identify the following:
• Current Labor force demographics, skills, education levels and local living wages;
• Geographic accessibility and commute distance, commuting patterns, workers going to jobs outside planning area;
• Existing and emerging economic clusters and industries;
• Jobs and employers in the planning area;
• Identify education and skill development needs and employment readiness needs of residents;
• Identify gaps between industry and job training;

Phase 3: Workforce Development and Training Program Opportunities

Develop workforce development and training programs with career pathways for residents of the Project Area with proposed education and training initiatives based on needs identified above and by the community. The proposed programs should include pre-apprenticeship programs that use industry standard developed curriculum such as the Multi-Craft Core curriculum developed by the North America's Building Trades Unions (NABTU) and are tied to state-certified apprenticeships. Prepare an analysis that demonstrates demand for proposed education and training initiatives and explain how demand is determined. Training programs should:

• Target occupations and industries that support TCC Proposal implementation;
• Reduce barriers to employment;
• Reflect the range of employment readiness needs of local residents and individuals with employment barriers;
• Lead to partnership with local workforce development boards and other key stakeholders, including organized labor and education providers, and;
• Align and enhance high-performing education and training programs that have a proven record of leading to industry-recognized credentials and labor market advancement.

Kern County Employers' Training Resource will be leading the workforce development and training programs and will use existing formalized pathways or partnerships with potential employers or industries. Workforce development and training programs must meet all of the following criteria:

• Train participants for jobs and skills that are transferable;
• Result in recognized credential to support long-term, stable employment and career development. Credentials should follow guidance established by the California Workforce Development Board. Programs that provide recipients with more than one type of skill or credential should be prioritized;
• Focus on high-quality employment and factors commonly considered to influence job quality include, but are not limited to: local living wages; benefits provided: health insurance, paid leave, sick leave, child care services; opportunities for advancement; geographic accessibility and commute distance; job strain, scheduling, flexibility; working conditions and health risks; and job retention or duration of employment; and
• Recruit trainees who are residents of Project Area

Develop a plan that would result in the creation of local, high-quality jobs that offer living wages, benefits, worker voice, predictable scheduling, and opportunities for advancement with clear access points for low-income residents in and near the Project Area.

Recruitment practices that could provide benefit from a TCC investment would use targeted recruitment strategies, consistent with federal and state law, to direct training opportunities to residents and/or businesses within the TCC Project Area, low-income residents, residents of disadvantaged communities, veterans, and/or residents displaced or otherwise impacted by project
development. Organizations and individuals responsible for recruitment should have proven track records working among barrier and diverse populations by providing evidence of previous similar experience. Tools to support targeted hiring may include, but are not limited to: Community Benefits Agreement; Labor agreements or community workforce provisions or other contract provisions between a Grantee and Partner or subcontractor that includes criteria for targeted hiring that provides quality jobs.

Phase 4: Community Outreach
As part of focused community outreach events per the grant agreement, the Kern County Employers’ Training Resource will lead community events on workforce development needs and opportunities will be part of this activity. The consultant will assist with coordination and attend all outreach events to engage the community on workforce development needs to help guide the development of priority list of workforce development and job training programs.

- Attend two community meetings to inform the community and to solicit stakeholder input on workforce development and job training needs. Technical assistance and coordination will be provided by Kern Employers’ Training Resource, the workforce development department at the County of Kern.

<table>
<thead>
<tr>
<th>Task 2 Deliverables</th>
<th>Timeline (Following the issuance of the Notice to Proceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Displacement Avoidance</td>
<td>November 2019 - February 2020</td>
</tr>
<tr>
<td>Workforce Development Demographic and Labor Market Overview</td>
<td>November 2019 - March 2020</td>
</tr>
<tr>
<td>Workforce Development and Training Program Opportunities</td>
<td>November 2019 - March 2020</td>
</tr>
<tr>
<td>Community Outreach: Two Community meetings</td>
<td>April 2020</td>
</tr>
<tr>
<td>Final Workforce Development Demographic and Labor Market Study (Task 4 Final Plan)</td>
<td>June 2020</td>
</tr>
</tbody>
</table>

2.2.3 Task 3: Draft Alternative Transportation Prioritization Strategy
With support from City staff and TCC grant partners, identify and develop a draft list of transportation projects within adopted downtown and transportation plans to encourage alternative transportation within downtown Bakersfield, including but not limited to upgrading sidewalks and crosswalks, incorporating streetscape enhancements that support active transportation; and creating a fluid transition between transportation modes and community destinations. Once identified as a “priority” project by the City, for each project include:

- Scope of work with work plans and clear timelines, discrete tasks and detailed deliverables
- Budgets broken down by task including estimated project costs such as construction, improvements, fees, etc.
- Timeline for completion with an necessary permits and public approvals
- Estimated operation/maintenance costs for the first three years
- Allocation of leverage funding
- Supporting documents verifying readiness status of each project
- Develop a project tracking system, to track and document GHG emission reductions and other project-related performance metrics/co-benefits for projects that include quantifiable elements per TCC Quantification Methodology in accordance with the requirements in the CARB Funding Guidelines.
- Describe how each project will increase community resiliency to the impacts climate change including a list of adaptation measures that are part of each project
<table>
<thead>
<tr>
<th>Deliverables</th>
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<tbody>
<tr>
<td>Draft Alternative Transportation Prioritization Strategy</td>
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<tr>
<td>Community Outreach: Two Community meetings</td>
<td>April 2020</td>
</tr>
<tr>
<td>Final Alternative Transportation Prioritization Strategy (Task 4 Final Plan)</td>
<td>June 2020</td>
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</table>

2.2.4 Task 4: Final Alternative Transportation, Housing, Workforce Development Prioritization Plan

Task 4 includes a Prioritization Strategy Session with the TCC Partnership Focus Group (City staff and TCC grant partners) and putting together a Final Consolidated Affordable Housing, Workforce Development, and Transportation Project Prioritization Plan with materials from the first three tasks as well as the following:

Phase 1: Community Engagement Summary

All community feedback is summarized within a Community Engagement Summary and included in the final document. The Community Engagement Summary shall include:

- Description of the methods used to engage residents and key stakeholders
- List of stakeholders, organizations and residents who participated
- Description and timeline of community engagement activities
- Describe the process used to identify the needs of residents and other stakeholders during the community engagement process of the Planning Grant

Phase 2: Draft TCC Implementation Strategy

The TCC implementation strategy should include drafts of the program framework that is part of the TCC program requirements that include Program Objectives, Vision, Strategies, Projects, and Indicators. The Prioritization Plan shall include:

Program Objectives
2. Improve Public Health and Environmental Benefits.
3. Expand Economic Opportunity and Shared Prosperity.

Draft Vision
- A Vision that describes how the overall TCC Proposal will achieve each of the three stated Program Objectives and address the community needs identified through the community engagement process.

Draft Strategies
- Identify Strategies known to reduce greenhouse gas emissions, promote public health, environmental and economic benefits, must include at least three of the strategies listed below:
  - Equitable Housing and Neighborhood Development
  - Affordable Housing Land Acquisition
  - Transit Access and Mobility
  - Solar Installation and Energy Efficiency
  - Water Efficiency
  - Recycling and Waste Management
  - Urban Greening and Green Infrastructure
  - Land Conservation
  - Health and Well-Being
Phase 3: Prioritization Strategy Session
The consultant will coordinate a prioritization strategy session with the TCC Focus Group that will integrate community feedback and findings of tasks 1-3. The results of the strategy session will lead to the consolidation of the previous tasks 1-3 and a final project prioritization and TCC implementation strategy.

Phase 4: Final Prioritization Plan of Affordable Housing, Workforce Development, and Transportation Projects (TCC Implementation Projects)
After completing Tasks 1-3, the Community Engagement Summary, Draft Implementation Strategy and Prioritization Strategy Session, final implementation projects shall be outlined within the Affordable Housing, Workforce Development, and Transportation Project Prioritization Plan that achieve the City’s TCC Vision.

- Prepare a Projects Matrix with estimated costs, associated partners and timeline for development.
- Include Project Leverage per TCC Requirements – With each project, list associated 50% leverage.
- For each TCC implementation priority project, include a list of project indictors that demonstrate greenhouse gas emission reduction benefits, employment benefits and outcomes and other community benefits as required by the TCC program.

<table>
<thead>
<tr>
<th>Task 4 Deliverables</th>
<th>Timeline (Following the issuance of the Notice to Proceed)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Engagement Summary</td>
<td>April 2020</td>
</tr>
<tr>
<td>Draft TCC Implementation Strategy</td>
<td>May 2020</td>
</tr>
<tr>
<td>Project Prioritization Strategy Session with TCC Focus Group</td>
<td>May 2020</td>
</tr>
<tr>
<td>Submit Draft for Review – Final Consolidated Affordable Housing, Workforce Development, and Transportation Project Prioritization Plan</td>
<td>June 2020</td>
</tr>
<tr>
<td>City Council Workshop/Public Hearing on Draft Document</td>
<td>June 2020</td>
</tr>
<tr>
<td>Submit Final Draft – Final Consolidated Affordable Housing, Workforce Development, and Transportation Project Prioritization Plan</td>
<td>July 2020</td>
</tr>
</tbody>
</table>

2.2.4 Implementation Schedule
The Consultant shall provide sufficient staffing and be available as needed to meet the following deadlines throughout the project:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFP</td>
<td>September 11, 2019</td>
</tr>
<tr>
<td>Proposal submittal deadline</td>
<td>October 2, 2019</td>
</tr>
<tr>
<td>Selection of recommended firm by review team</td>
<td>October 4, 2019</td>
</tr>
<tr>
<td>Agreement with firm submitted to City Council for action</td>
<td>November 6, 2019</td>
</tr>
<tr>
<td>Consultant begins work</td>
<td>November 7, 2019</td>
</tr>
<tr>
<td>Coordinate Project Kick-off with Project Focus Group</td>
<td>November 2019</td>
</tr>
<tr>
<td>Task 1-3 Deliverables: Draft Affordable Housing Site Analysis;</td>
<td>February 2020</td>
</tr>
<tr>
<td>Attend Six Community Meetings</td>
<td>April 2020</td>
</tr>
<tr>
<td>TCC Priority Affordable Housing Projects</td>
<td>May 2020</td>
</tr>
<tr>
<td>Project Prioritization Strategy Session with TCC Focus Group</td>
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</tr>
</tbody>
</table>
3.0 PROPOSAL FORMAT, CONTENTS AND SUBMISSION

3.1 PROPOSAL CONTENTS

All proposals submitted for this project shall be submitted as 1 digital copy and 4 hard copies; to be organized, tabbed, and presented in the order listed below. The proposals will not be judged by the volume of material presented and therefore should be as brief and concise as possible without sacrificing the clarity of the intended concept. The proposal should not exceed 20 pages in length exclusive of appendix materials (e.g., resumes).

A. Cover page

Indicate the name of firm and project title.

B. Professional Team & Qualifications

Provide brief information concerning the consulting firm in this section. Discuss the overall capabilities of the organization(s). Include a brief description of the consulting firm’s history, experience, organizational structure and resume of top level management. Similar information should be provided for each joint venture participant and all subcontractors, if any, along with the approximate percentage of their contribution.

If two or more firms are involved in a joint venture or association for this project, the proposal must clearly delineate the respective areas of authority and responsibility of each party. All parties signing the agreement with the City must be individually liable for completion of the entire project, even when the area of authority and responsibility under the terms of the joint venture or association is limited.

Include the following information in this section:

1. Name and location of the office where project work is to be performed.
2. Total personnel by discipline of the professional team (including sub-consultants).
3. An Organizational Chart to include:
   a. Principal-in-Charge – State nature of involvement with the project(s).
   b. Project Manager – State nature of involvement with the project(s).
   c. Planners/Specialists.
   d. Other key personnel.
   e. Resumes of professional team
   f. Spanish language proficiency of team.
4. A brief explanation of the consultant’s ability to adhere to a strict timeline, which is required to meet the TCC submittal deadline date.
5. A list of your firm’s knowledge and experience in preparing similar projects or other related planning documents.
C. Project Approach and Work Schedule

Present your response to the Scope of Work identified above. The proposal shall include a description of the methodology developed to perform the required services and tasks, including the listing of products associated with each. A work schedule outlining time frames for circulation of the project (See Tasks above), work products, and payment milestones shall be provided.

The consultant shall be prepared to start the work within a week of the City’s authorization to proceed and shall complete work within the allotted time specified by the City in the Agreement for Professional Services.

It is anticipated that the project duration may be approximately 9 months for completing the Plan. It is understood that actual program time may vary and will depend on issues and circumstances which evolve from public meetings, noticing processes, future funding, and future events. The proposal should demonstrate the consultant’s willingness to prepare and execute flexible work scheduling based on these unknown events. The proposal must allow adequate time for Staff review, comment, and redraft of the documents, discussion, and deliberation throughout the process.

D. Cost of Services

Submit two exhibits; including (1) a fee schedule showing the hourly rates for staff and any other direct material and equipment costs which are likely to occur; and (2) A payment schedule linked to the project milestones identified above.

The Proposed Budget should be limited to $170,050 and outline all estimated costs to complete the project as outlined in Section 2 of this RFP; including administrative costs, graphics, duplication and mailings. Travel costs should also be covered in the proposed budget. Please note that City of Bakersfield does not pay “Cost-Plus” expenses. Therefore, all anticipated costs to complete the project should be integrated into the total proposed budget.

E. Indemnification and Insurance

The selected consultant shall indemnify, defend, and hold harmless CITY and CITY’s officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by consultant or the consultant’s employees, agents, independent contractors, companies, or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY’s sole active negligence or willful misconduct.

The selected consultant will be required to obtain and maintain insurance as a condition of the award of this agreement, and the consultant’s proposal shall state that the consultant shall obtain the following in accordance with the terms of the agreement:

1. Professional liability insurance, providing coverage on an occurrence basis for errors and omissions with limits of not less than One Million Dollars ($1,000,000) per occurrence;

2. Automobile liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence;
3. Broad form commercial general liability insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and

4. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per accident.

Except for professional liability, the liability policies shall contain an additional insured endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

The workers' compensation policy shall contain a waiver of subrogation endorsement in favor of the City, its mayor, council, officers, agents, employees and volunteers.

Insurance is to be placed with insurers with a Bests' rating of no less than A:VII. This requirement may be waived at the City's sole discretion.

Except for professional liability, all policies required of the Consultant hereunder shall be primary insurance as respects the City, its mayor, council, officers, agents, employees and volunteers and any insurance or self-insurance maintained by the City, its mayor, council, officers, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The automobile liability policies shall provide coverage for owned, non-owned and hired autos. The liability policies shall provide contractual liability coverage for the terms of this Agreement.

All policies shall contain an endorsement providing the City with thirty (30) days' written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required under this Agreement shall be maintained until all work required to be performed under the terms of this Agreement is completed to the City's satisfaction. The Consultant shall furnish the City Risk Manager with a certificate of insurance and, if requested, copies of endorsement or all insurance policies evidencing the insurance required under this Agreement.

Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this agreement of Consultant, must be declared and approved by City.

However, unless otherwise approved by the City, if any part of the work under this Agreement is subcontracted, the "basic insurance requirements" set forth hereinabove shall be provided by or on behalf of all subcontractors even if the City has approved lesser insurance requirements for Consultant. Consultant shall be responsible for determining and guaranteeing all subcontractors are insured as set forth in this paragraph.

All costs of insurance required under this Agreement shall be included in the Consultant's bid, and no additional allowance will be made for additional costs which may be required by extension of the insurance policies. If consultant fails to maintain adequate insurance coverage as required by the design contract, then the City of Bakersfield shall have the right to terminate the consultant's contract.

F. Current Volume of Work

Provide a means to demonstrate that your firm has the capacity to provide the required services in a timely manner and to meet the deadlines.
G. **Conflict of Interest**

The contractor retained under agreement to perform the aforementioned services will not contract for services on any project within the incorporated City of Bakersfield without first receiving written consent from the Development Services Director that the requested contract for services is not inconsistent, incompatible, in conflict with, or contrary to the performance of the project, which consent will not be unreasonably withheld.

H. **References**

A list of at least three public agencies, including a contact person’s name and a phone number, for which similar or relevant work products have been completed within the last four years.

### 3.2 PROPOSAL SUBMISSION

To receive consideration, proposals shall be made utilizing the following general instructions:

a. The signatures of all persons signing the proposal shall be in longhand. The completed proposal should be without interlineations, alterations, or erasures.

b. No oral, telegraphic, or telephonic proposals will be considered.

c. The submission of a proposal shall be conclusive evidence that the consultant has investigated and is satisfied with the conditions affecting the program, the character, quality, and scope of work to be performed, and the requirements of the City.

d. Proposals shall be enclosed in and envelopes/shipping box that is clearly marked as specified in the coversheet of this RFP.

e. All documents submitted by the consultant are subject to disclosure under the Public Records Act.

Submit 4 hard copies and 1 Digital Copy of your proposal to:

Cecelia Griego, Principal Planner  
Development Services Department  
Economic and Community Development Division  
1715 Chester Avenue | Bakersfield, CA 93301  
Email: cgriego@bakersfieldcity.us | Phone: (661) 326-3788

ALL PROPOSALS MUST BE SEALED AND RECEIVED BY 5 P.M. ON THE DEADLINE DATE AT THE ABOVE OFFICE AND ADDRESS. PROPOSALS SUBMITTED AFTER THE ABOVE DEADLINE WILL NOT BE ACCEPTED.

### 4.0 MISCELLANEOUS GENERAL REQUIREMENTS

### 4.1 PAYMENT FOR SERVICES

Payment for completion of milestones (see Section 2) and/or any other City requested work shall be subject to approval by City Staff and will not be paid prior to the completion of any requested revisions.
4.2 SERVICES PROVIDED BY THE CITY

The City will provide a Project Manager and Staff assistance by appropriate City personnel and the items listed below in support of the consultant’s professional services; however, the consultant shall be responsible for the evaluation of all information supplied by the City.

4.2.1 CITY DOCUMENTS

City of Bakersfield Development Services staff will be available to coordinate activities with the consultant. The selected consultant should prepare the proposal with the assumption that it will have primary responsibilities for activities such as gathering and analyzing demographic data, attending community meetings, public and private consultation with agencies, and development of strategies. City of Bakersfield staff will assist with identifying resources, strategies, and stakeholders that are crucial to Project development. City staff will provide City documents such as Vision Plans, Transportation Plans, General Plans, etc. City staff will arrange meetings with elected public officials, schedule public hearings, prepare public notices and agenda reports, and review draft plans in a timely manner.

4.2.2 OTHER TASKS COMPLETED BY CITY STAFF

a. Upon identification by the consultant, and approval by the City, of the necessity and scope of the information required, furnish consultant with available data, plans, reports, maps, and other materials and information required for the Project, except those included in consultant’s scope of services.
b. Provide all public correspondence, communications, and submittals received.
c. Provide contact list for document review.
d. Provide document and graphics review for consistency with the City’s formats, policies, procedures, plans, and ordinances.
e. Provide reference materials (past adopted plans, etc.)
f. Due to the potential for litigation, Staff works closely with City Attorney’s office, to provide guidance and review of documents and findings.
g. Process and schedule the necessary documentation and make the presentation to the Planning Commission and City Council.
h. Examine all maps, reports, sketches, opinions related to the Project, specifications, drawings, proposals, and other documents presented by the consultant to the City.
i. Give prompt written notice to consultant whenever the City observes or otherwise becomes aware of any defects in the program.
j. Provide document and graphics review for consistency with the City’s formats, policies, procedures, plans, and ordinances.

4.3 SOLICITATION CAVEAT

The proposer understands and agrees that the City of Bakersfield shall have no financial responsibility for any costs incurred by the proposer in responding to this Request for Proposal and shall not be liable to any proposer for costs attributed to the design of the Project until the proposer has executed a contract with the City of Bakersfield and been authorized in writing to proceed. The City of Bakersfield reserves the right to terminate this Request for Proposals after three day notice to all prospective proposers.

The submission of a proposal shall be conclusive evidence that the consultant had investigated and satisfied themselves as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of the City of Bakersfield.
4.4 TIME

Time is of the essence as to all work to be performed by the selected consultant.

4.5 FORM OF INDEPENDENT CONTRACTOR AGREEMENT

Exhibit "C" is substantially the form of the Independent Contractor Agreement, which the successful firm is expected. Prospective consultants shall be notified of major changes to this Request for Proposal or the proposed Professional Services Agreement by addenda.

4.6 BUSINESS ADDRESS

Proposers shall furnish the City with their business street address. Any communications directed either to the address so given or to the address listed on the sealed proposal container and deposited in the U.S. Postal Service by certified mail shall constitute a legal service thereof upon the proposer.

4.7 ADDENDA

Addenda issued by the City interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the proposal. The proposer shall sign and date the Addenda Cover Sheet and submit them with their proposal (or deliver them to the Development Services Department) if the consultant has previously submitted this proposal to the Department.

4.8 ADDITIONAL REQUIREMENTS

4.8.1 Project Documents

The consultant shall be required to prepare all documents necessary for the completion of the Tasks noted above based on City of Bakersfield guidelines. Each consultant prepared document shall be reviewed for adequacy by Development Services and other City staff. The City will advise the consultant on necessary revisions and/or additional analysis and the consultant shall make the revision as noted. Therefore the proposal should include cost and scheduling provisions for making required revisions to studies based on City direction.

4.8.2 Meetings

Consultant will meet with Development Services Staff to discuss and agree upon assumptions and parameters for all studies and documents related to the Project. The submitted proposal should also include representation at no less than one Planning Commission hearing and no less than one City Council hearing. The consultant is expected to participate in the presentation of the plans to the Planning Commission and the City Council by providing technical support to City Staff regarding the submitted plans.

4.8.3 Draft Plan Publication and Response to Comments

The consultant will be responsible for publishing and public review of the Draft plans. The consultant will also make any changes to the Draft plans as deemed necessary by Staff. Development Services staff will review and comment on each aspect of the Draft plans, as necessary, prior to finalization of the Draft plans by the consultant.
4.8.4 Administrative Record

The consultant shall be responsible for the preparation, cataloguing, and delivery of the administrative record if required. A memorandum providing directions will be provided by the Development Services Department.

4.9 SELECTION PROCESS

All proposals received by the specified deadline will be reviewed by the City for content, fee schedule, staffing, the proposed work program, and the phasing of tasks as well as overall compliance with this RFP. A review team will evaluate all proposals according to the evaluation criteria described below and may invite selected firms to make formal presentations. The review team will rely upon the proposals submitted in response to this RFP to select finalists and recommend a firm to be selected by the City Council to develop the Revitalizing Downtown Bakersfield Project on behalf of the City of Bakersfield. Therefore, respondents should emphasize information particularly pertinent to the Project and the evaluation criteria, and submit all information they wish the review team to consider.

Informal interviews may be conducted as part of the final selection process. The firm or firms selected by the City will be recommended to the City Council, but the Council is not bound to accept the recommendation or award the work to the recommended firm.

The City reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal received. The City reserves the right to select the proposal or proposals which, in its sole judgment, best meet the needs of the City. Pursuant to Section 4526 of the Government Code, the selection shall be made on the basis of demonstrated competence and on the professional qualifications of the applicants and at a fair and reasonable price to the City. Please note that the firm with the lowest cost proposal will not necessarily be recommended to the City Council for approval.

Selection Criteria

The City will consider all proposals and award a contract to the Consultant that provides the best overall value for the City of Bakersfield. Accordingly, the City may use the following evaluation criteria to select a Consultant:

1. Experience with fully preparing and submitting successful TCC Plans and other required documents.
2. Relevant qualifications of personnel.
3. Information obtained from references and the firm’s reputation.
4. Familiarity with applicable local, state, and federal laws.
5. Knowledge of or ability to acquire knowledge of, local issues and interested parties in Bakersfield and Kern County.
6. Approach to public outreach, including Spanish language abilities.
7. Approach to overall preparation of the required document described.
8. Proposed schedule and ability to meet City and State grant deadlines (required).
9. Overall responsiveness to this RFP and ability to satisfy submittal deadlines and requirements.
10. Cost, while not determinative, may be considered in the selection process.

A materially incomplete or non-responsive proposal will be rejected.
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>PMC</td>
<td>2729 Prospect Drive, Suite 220, Rancho Cordova, CA 95670</td>
</tr>
<tr>
<td>ICF International</td>
<td>17310 Red Hill Ave., Suite 320, Irvine, CA 92614</td>
</tr>
<tr>
<td>PlaceWorks</td>
<td>3 MacArthur Place, Suite 1100, Santa Ana, CA 92707</td>
</tr>
<tr>
<td>Vernazza Wolfe Associates</td>
<td>2909 Shasta Road, Berkeley, CA 94708</td>
</tr>
<tr>
<td>Benchmark Resources</td>
<td>2515 East Bidwell Street, Folsom, CA 95630</td>
</tr>
<tr>
<td>PlaceWorks</td>
<td>3 MacArthur Place, Suite 1100, SantaAna, CA 92707</td>
</tr>
<tr>
<td>Comp House</td>
<td>8840 Warner Avenue, Suite 203, Fountain Valley, CA 92708</td>
</tr>
<tr>
<td>LeSar Development Consultants</td>
<td>448 S. Hill Street, Suite 1105, Los Angeles, CA 90013</td>
</tr>
<tr>
<td>Raney Planning &amp; Management, Inc.</td>
<td>1501 Sports Drive, Sacramento, CA 95834</td>
</tr>
<tr>
<td>Natelson Dale Group</td>
<td>24835 La Palma, Suite I, Yorba Linda, CA 92887</td>
</tr>
<tr>
<td>LFR</td>
<td>1900 Powell Street, 12th Floor, Emeryville, CA 94608-1827</td>
</tr>
<tr>
<td>Planning &amp; Public Policy</td>
<td>4101 Sea View Avenue, Los Angeles, CA 90065</td>
</tr>
<tr>
<td>EPD Solutions, Inc.</td>
<td>2030 Main Street, Suite 1200, Irvine, CA 92614</td>
</tr>
<tr>
<td>Veronica Tam and Associates</td>
<td>107 S. Fair Oaks Avenue, Suite 212, Pasadena, CA 91105</td>
</tr>
<tr>
<td>The Planning Center</td>
<td>1580 Metro Drive, Costa Mesa, CA 92826</td>
</tr>
<tr>
<td>LSA Associates</td>
<td>20 Executive, Suite 200, Irvine, CA 92614</td>
</tr>
<tr>
<td>Raney Planning &amp; Management, Inc.</td>
<td>1501 Sports Drive, Sacramento, CA 95834</td>
</tr>
<tr>
<td>EMC Planning Group Inc.</td>
<td>301 Lighthouse Avenue, Suite C, Monterey, CA 93940</td>
</tr>
<tr>
<td>MDG Associates</td>
<td>10722 Arrow Route, Suite 822, Rancho Cucamonga, CA 91730</td>
</tr>
<tr>
<td>BBC Research &amp; Consulting</td>
<td>1999 Broadway, Suite 2200, Denver, Colorado 80202</td>
</tr>
<tr>
<td>WFN Consulting</td>
<td>123 Church Street, Suite 200, Marietta, GA 30060</td>
</tr>
<tr>
<td>Applied Planning, Inc.</td>
<td>5817 Pine Avenue, Suite A, Chino Hills, CA 91709</td>
</tr>
<tr>
<td>GRC and Associates</td>
<td>8060 Florence Ave., Ste. 303, Downey, CA 90240</td>
</tr>
<tr>
<td>Community Partners</td>
<td>1000, N. Alameda Street, Suite 240, Los Angeles, CA 90012</td>
</tr>
<tr>
<td>BAE Urban Economics</td>
<td>831-649-803 2nd Street, Suite A, Davis, CA 956161799 x201</td>
</tr>
<tr>
<td>BAE Urban Economics</td>
<td>448 South Hill Street, Suite 701, Los Angeles, CA 90013</td>
</tr>
<tr>
<td>Planning NEXT</td>
<td>75 West Third Avenue, Columbus, Ohio 43201</td>
</tr>
<tr>
<td>California Housing Partnership</td>
<td>369 Pine Street, Suite 300, San Francisco, CA 94104</td>
</tr>
<tr>
<td>Community Economics, Inc.</td>
<td>538 9th Street, Suite 200, Oakland, CA 94607</td>
</tr>
<tr>
<td>DUDEK</td>
<td>605 Third Street, Encinitas, CA 92024</td>
</tr>
</tbody>
</table>
ATTACHMENT: LIST OF CONSULTANTS

Community Vision
2600 Ventura Street, Suite 203
Fresno, CA 93721

Stantec
555 Capitol Mall, Suite 650
Sacramento, California

Parsons Corporation
100 W Walnut Street
Pasadena, CA 91124

U.R.S.
2020 East First, Suite 400
Santa Ana 92705

Kimley-Horn and Associates
2720 Gateway Oaks Drive, Suite 310
Sacramento, CA 95833

North State Resources, Inc.
2020 L Street, Suite 340
Sacramento, CA 95811

The Planning Center
1580 Metro Drive
Costa Mesa, CA 92626

Planning & Public Policy
4101 Sea View Avenue
Los Angeles, CA 90065

Sapphos Environmental Inc.
430 N. Halstead Street
Pasadena, CA 91107

Quad Knopf
5080 California Avenue, Suite 220
Bakersfield, CA 93309

AECOM
Attn: Laura Kaufman
1220 Avenida Acaso
Camarillo, CA 93012

Marine Research Specialists
3140 Telegraph Road, Suite A
Ventura, CA 93003-3238

AMEC Environmental & Infrastructure
104 West Anapamu Street, Suite 204A
Santa Barbara, CA 93101

CAJA Environmental Services, LLC
11990 West San Vicente Blvd, Ste. 250
Los Angeles, CA 90049

EcoTierra Consulting, Inc.
5776-D Linder Canyon Road #414
Westlake Village, CA 91362

EPD Solutions, Inc.
2030 Main Street, Suite 1200
Irvine, CA 92614

FCS/Michael Brandman Associates
220 Commerce, Suite 200
Irvine, CA 92602

HDR Engineering, Inc.
3230 El Camino Real, Suite 200
Irvine, CA 92602

EMC Planning Group Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

PCR Services Corporation
2121 Alton Parkway, Suite 100
Irvine, CA 92606

RBF Consulting
4640 Duckhorn Drive, Suite 202
Sacramento, CA, 95834-2957

HOGLE-IRELAND
2860 Michelle Drive Suite 100
Irvine, CA 92606

BonTerra Consulting
225 South Lake Avenue, Suite 1000
Pasadena, CA 91101

Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940

ES A
626 Wilshire Boulevard, Suite 1100
Los Angeles, CA 90017

Impact Sciences
803 Camarillo Springs Road, Suite C
Camarillo, California 93012

Christopher A. Joseph & Associates
30851 Agoura Avenue, Suite 210
Agoura Hills, CA 91301

Aspen Environmental Group
5020 Chesebro Road, Suite 200
Agoura Hills, CA 91301

PCR
233 Wilshire Boulevard Suite 130
Santa Monica CA 90401

Environmental Consulting Services
11942 Red Hill Avenue
Santa Ana, CA 92705
ATTACHMENT: LIST OF CONSULTANTS

RECON Environmental, Inc.
1927 Fifth Avenue
San Diego, CA 92101-2358

SAIC
5464 Carpentaria Avenue, Suite K
Carpentaria, CA 93013

Benchmark Resources
2515 East Bidwell Street
Folsom, CA 95630

Ecology and Environment Inc.
505 Sansome Street, Suite 300
San Francisco, CA 94111

ECORP Consulting, Inc.
215 N. Fifth Street
Redlands, CA 92374

LFR
1900 Powell Street, 12th Floor
Emeryville, CA 94608-1827

Dudek
38 North Marengo Avenue
Pasadena, CA 91101

Cannon Associates
4540 California Ave #550
Bakersfield, CA 93309

UltraSystems Environmental, Inc.
13431 Scientific Way
Irvine, CA 92618-7443

Meridian Consultants
860 Hampshire Road, Suite P
Westlake Village, CA 91361

Power Engineers, Inc.
731 East Ball Road, Suite 100
Anaheim, CA 92805

Provost & Pritchard Consulting Group
1300 30th Street, Suite 280
Bakersfield, CA 93301

Envicom Corporation
4165 E. Thousand Oaks Blvd., Ste. 290
Westlake Village, CA 91362

SESPE Consulting, Inc.
468 Poll Street, Suite 2E
Ventura, CA 93001

Rincon Consultants, Inc.
180 North Ashwood Avenue
Ventura, CA 93003

SWCA Environmental Consultants
3840 Rosin Court, #130
Sacramento CA 95834

Tetra Tech, Inc.
17885 Von Karman Avenue, Suite 500
Irvine, CA 92614

Alta Environmental
3777 Long Beach Blvd., Annex Bldg.
Long Beach, CA 90807

Oliveira Environmental Consulting
1645 Hillcrest Place
San Luis Obispo, CA 93401

Impact Brands, Inc.
1600 Sacramento Inn Way, Suite 135
Sacramento, CA 95815

ES: Corporation
5635 North Scottsdale Road, Suite 170
Scottsdale, AZ 85250

Beacon Economics
5777 West Century Blvd, Suite 895
Los Angeles, California 90045

Economic Planning Systems
949 South Hope St. Suite 103
Los Angeles, CA 90015

Kosmont Companies
1601 N. Sepulveda Blvd., #382
Manhattan Beach, CA 90266

Analysis Group
333 South Hope Street, 27th Floor
Los Angeles, CA 90071

A2B Consulting Group
7712 Killdeer Way
Elk Grove, CA 95758

Keyser Marston Associates, Inc.
500 Grand Avenue, Suite 1480
Los Angeles, CA 90071

Valley Economics Associates, Inc.
P.O. Box 1507
Clovis, CA 93613

Applied Development Economics, Inc.
1765 Lacasse Avenue, Suite 100
Walnut Creek, CA 94596

HR&A
700 S. Flower Street, Suite 2995
Los Angeles, CA 90017
<table>
<thead>
<tr>
<th>ATTACHMENT: LIST OF CONSULTANTS</th>
</tr>
</thead>
</table>
| **Le SAR Development Consultants**  
315 W 9TH ST # 1010  
Los Angeles, CA 90015 |

| **Applied Economics, LLC**  
11209 N. Tatum Blvd. Suite 225  
Phoenix, AZ 85028 |

| **Tierra West Advisors, Inc.**  
2316 East 3rd Street  
Los Angeles, CA 90033 |

| **BAE Urban Economics**  
448 South Hill Street | Suite 701  
Los Angeles, CA 90013 |

| **Community Development Services**  
3895 Main Street  
Kelseyville, CA 95451 |

| **Touchstone Consultants**  
7432 Hardy St  
Crangevalle, CA 95662 |

| **Community Economics, Inc.**  
538 9th Street, Suite 200  
Oakland, CA 94607 |

| **Craft Consulting Group**  
3627 Mt. Diablo Blvd. #320  
Lafayette, CA 94549 |

| **KPMG**  
550 South Hope St. Suite 1500  
Los Angeles, CA 90071 |

| **ERA Economics**  
1111 Kennedy Place, Suite #4  
Davis, CA 95616 |

| **Development Management Group, Inc.**  
73-845 Highway 111, Suite 202  
Palm Desert, CA 92260 |

| **Economic Development Research Group, Inc.**  
Attn: Corporate Administrator  
155 Federal Street, Suite 500  
Boston, MA 02110 |

| **Applied Development Economics**  
1756 Lacassie Avenue, Suite 100  
Walnut Creek, CA 94596 |

| **GRC and Associates**  
8060 Florence Ave., Ste. 303  
Downey, CA 90240 |

| **Land Econ Group**  
388 Market Street, Suite 1300  
San Francisco, CA 94111 |

| **KPMG**  
550 South Hope Street, Suite 1500  
Los Angeles, CA 90071 |

| **Economic Planning Systems**  
400 Capital Mall, Suite 2728  
Sacramento, CA 95814 |

| **Citygate Associates**  
600 Coolidge Drive, Suite 150  
Folsom, CA 95630 |

| **TDA Consulting**  
17 Caleb Circle  
San Antonio, Texas 78258 |

| **Civic Solutions**  
27362 Calle Arroyo  
San Juan Capistrano, CA 92675 |

| **Pathways Consultants**  
1204 Preservation Park Way  
Oakland, CA 94612 |

| **Cloudburst Group**  
8400 Corporate Drive, Suite 550  
Landover, MD 20785-2238 |

| **Vital Research, LLC**  
6380 Wilshire Boulevard Suite 1700  
Los Angeles, CA 90048 |

| **Blue Sky Consulting Group**  
1538 Harrison Street #211  
Oakland, CA 94612 |

| **McCormack Baron Salazar**  
801 S. Grand Ave., Suite 780  
Los Angeles, CA 90017-4635 |

| **Enterprise Community Partners, Inc.**  
10 G Street NE, Suite 580  
Washington, DC 20002 |

| **Mosaic Community Planning, LLC**  
155 Arizona Avenue, NE Suite 123  
Atlanta, GA 30307 |

| **JWA Urban Consultants, INC**  
609 Deep Valley Drive, Suite 200  
Rolling Hills Estates, California 90274 |

| **Training Funding Partners**  
10221 Slater Avenue, Suite 213  
Fountain Valley, CA 92708 |

| **Public Consulting Group**  
18000 Studebaker Rd, Suite 700  
Cerritos, California 90703 |
State of California - Department of Conservation
GRANT AGREEMENT DOC6
(revised 12/18)

1. This Grant Agreement is entered into by and between the Department of
Conservation ("Department") and City of Bakersfield ("Grantee");

2. The Grant Agreement Term is:
   From (Grant term will begin on the date that this Grant Agreement has been executed by both parties)
   through (One year after Grant Agreement has been executed by both parties)

3. The maximum amount of this Grant Agreement is: $200,000.00

4. Signing this Grant Agreement means that Grantee agrees to comply with the terms and conditions of the following exhibits which are part of the Grant Agreement:

<table>
<thead>
<tr>
<th>Exhibit</th>
<th>Scope of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit B, Budget Detail and Payment Provisions</td>
<td>3 Page(s)</td>
</tr>
<tr>
<td>Exhibit C, General Terms and Conditions</td>
<td>3 Page(s)</td>
</tr>
<tr>
<td>Exhibit D, Special Terms and Conditions</td>
<td>5 Page(s)</td>
</tr>
<tr>
<td>Exhibit E, Award Letter</td>
<td>2 Page(s)</td>
</tr>
<tr>
<td>Exhibit F, Guidelines</td>
<td>105 Page(s)</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

GRantee
City of Bakersfield

BY (Authorized Signature)
Alan Tandy
DATE SIGNED 7/9/2019

PRINTED NAME AND TITLE OF PERSON SIGNING
Alan Tandy, City Manager

ADDRESS
1600 Truxtun Avenue, Bakersfield, CA 93301

STATE OF CALIFORNIA

Agency Name: Department of Conservation

BY (Authorized Signature)
Keali'i Bright
DATE SIGNED 7/10/2019

PRINTED NAME AND TITLE OF PERSON SIGNING
Keali'i Bright, Division Director, Land Resource Protection

ADDRESS
801 K Street, MS 14-15, Sacramento, CA 95814
# State of California
Department of Conservation
TCC Planning Grant Program

## Exhibit A. Scope of Work
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2. The Project is Defined by the Application and Award Letter
3. Authorized Signatories
4. Project Representatives
5. Grantee Responsibilities
6. Document Submission
7. Reporting Requirements

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Attachment 3: Final Report

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2. How to Submit Invoices
3. Invoice Dispute
4. Budget Contingency Clause
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6. Travel Reimbursement
7. Work Plan and Budget Modifications
8. Amendments

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Attachment 5, Invoice
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## Exhibit F. Guidelines
Exhibit A, Scope of Work

1. **Transformative Climate Communities Planning Grant Program Background**

   The purpose of this grant is to provide funds for a Planning Grant from Proposition 84, the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006, to help local jurisdictions develop strategies to reduce carbon emissions, improve air quality, and build resiliency in the face of a changing climate, with a focus on low-income and disadvantaged communities. Planning Grants are intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants or other California Climate Investment programs. Planning activities focus on responding to planning issues or priorities that directly benefit vulnerable communities and that are defined either within an existing regional or local plan or further the development of an area to be eligible to apply for a future TCC implementation Grant.

   The authorization for this Grant Agreement is the Transformative Climate Communities Program ("TCC Program") statute (Public Resources Code, Sections 75240 – 75243). The TCC Program is administered by the SGC and implemented by the Department of Conservation (Department).

   The Department and Grantee are collectively referred to as "Parties." "Co-applicants" identified in the TCC application are referred to as "Partners," but are not parties to this Grant Agreement.

2. **The Project is Defined by the Application and Award Letter**

   The Department released the final guidelines on July 31, 2018 (Exhibit F) (Guidelines). In accordance with the Guidelines, Grantee applied and on December 20, 2018 the SGC awarded a grant to fund the project described in the application, subject to any conditions contained within the Award Letter (Exhibit E). This will be referred to as the "Project" throughout this Agreement.

   All work must be completed within one year of executing the grant agreement.

3. **Authorized Signatories**

   The Department Director or designee is authorized to sign this Grant Agreement and related documents on behalf of the Department.

   Grantee's Authorized Signatory or designee is authorized to sign this Grant Agreement and grant-related documents as shown in the Authorized Signatory Form (Attachment 1).

   Grantee must keep Authorized Signatory Forms up to date. Within seven (7) working days of any change to the authorized signatory or to the delegated authorized signatory, Grantee shall notify the Department in writing of the change. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.
4. Project Representatives

The project representatives are the contact people for the Department and Grantee. The project representatives during the term of this Grant Agreement are:

Department

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth Hessom</td>
<td>Grant Manager</td>
<td>(916) 323-4160</td>
<td><a href="mailto:Elizabeth.Hessom@conservation.ca.gov">Elizabeth.Hessom@conservation.ca.gov</a></td>
</tr>
</tbody>
</table>

* Unless otherwise stated within this Grant Agreement, all correspondence and documents to the Department of Conservation will be sent to the Grant Manager as described in Document Submission (Exhibit A, Section 6).

Grantee

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phil Burns</td>
<td>Interim Development Services Director</td>
<td>661-326-3040</td>
<td><a href="mailto:pburns@bakersfieldcity.us">pburns@bakersfieldcity.us</a></td>
</tr>
<tr>
<td>Cecelia Griego</td>
<td>Principal Planner</td>
<td>661-326-3788</td>
<td><a href="mailto:cgriego@bakersfieldcity.us">cgriego@bakersfieldcity.us</a></td>
</tr>
</tbody>
</table>

Department and Grantee must keep the Project Representative(s) up to date. Any changes to the Project Representatives by either Grantee or Department shall be made by providing seven (7) working days advance written notice to the other party. The written notice shall be sent as an electronic mail (email) attachment to be filed with the Grant Agreement.

5. Grantee Responsibilities

The Department will notify the Grantee when work may proceed. Grantee is responsible for:

A. Using grant funds only as intended for the Project.

B. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Work Plan (Attachment 2) and in accordance with Work Plan (Attachment 2), unless otherwise agreed to by all parties through the amendment process described in Exhibit B, Section 8.

C. Submitting invoices for reimbursement using the Invoice (Attachment 5) template, including any supporting documents.

D. Submitting a final report with the last invoice, using the Final Report template (Attachment 3).
E. Complying with all terms and conditions of this Grant Agreement, including all incorporated documents.

F. Complying with statutes, rules, and regulations applicable to this Grant Agreement.

G. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents as specified in Exhibit C, Section 4, and providing all required documents during an audit, as specified in Exhibit C, Section 5.

6. Document Submission

A. Electronic Mail

When this Grant Agreement requires Grantee to give invoices, reports, or other documents to the Department, Grantee must use email unless this Grant Agreement specifically requires that the document be sent by mail. All email must contain the Grant Agreement number and Grantee's name in the subject line.

B. Mail Service/Courier Service

Correspondence and documents submitted through mail, certified mail, or courier service must use the following address:

Department of Conservation
Division of Land Resource Protection
Attn: [Grant Manager]
801 K Street, 14th Floor, MS 14-15
Sacramento, CA 95814

7. Reporting Requirements

A. When the Project is completed, Grantee must submit a Final Report with the last invoice. To complete and submit the Final Report:

   i. Submit the Final Report with the last invoice. If Grantee does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned following process specified in Exhibit D, Section 5.

   ii. Use the Final Report Template, which is attached as Attachment 3.

   iii. Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form (Attachment 1).

   iv. Put enough detail in the Final Report to show that Grantee fulfilled the terms of the Grant Agreement and that both the last invoice and the 10% retention should be paid for completing the project.
Attachment 1: Authorized Signatory Form

I hereby verify that I am an authorized Grantee representative and signatory and, as such, can sign and/or delegate authorization to sign and bind Grantee as it relates to the above-referenced Grant Agreement and grant related documents.

Grantee Authorized Signatory:

Name: ___________________________ Title: ___________________________
(Type or Print Name)

Signature: ___________________________ Date: ___________________________

Delegated Authorized Signatories:

1. Name: ___________________________ Title: ___________________________
   (Type or Print Name)

   Signature: ___________________________ Date: ___________________________

   Document(s) Authorized to sign:
   □ All Grant Related Documents or □ Grant Agreement
   □ Grant Amendments □ Budget Amendments □ Reports
   □ Invoices □ Other _____

2. Name: ___________________________ Title: ___________________________
   (Type or Print Name)

   Signature: ___________________________ Date: ___________________________

   Document(s) Authorized to sign: □ All Grant Related Documents or □ Grant Agreement
   □ Grant Amendments □ Budget Amendments □ Reports
   □ Invoices □ Other _____
subject: D. Affordable Housing Site Analysis: Identity potential locations for likely affordable housing projects. Process:

Month 1 - Month 9

Deliverables:
1. Affordable Housing Site Analysis: Draft Report
2. Deliverables and monitoring of site visit reporting
3. Project Involving Reporting
4. Partnership Focus Group
5. Participants (ICC and meeting notes)

Month 1 - Month 12

Deliverables:
1. Project Kick-off meeting notes

Task 2: Project Management

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>High-level Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start and end dates</td>
<td>Any applicable deliverables, milestones, metrics, etc.</td>
</tr>
</tbody>
</table>

**Project Name:** Revitalizing Downtown Bakersfield: Live, Work, Play

**Attachment 2: Work Plan**

**City of Bakersfield**

**301 North 3rd Street, 2nd Floor**

**Phone:** (661) 250-8770

**Fax:** (661) 250-8775

**Email:** bakersfieldcity.com

**City of Bakersfield Website:** www.bakersfieldcity.com

**City of Bakersfield Twitter:** @BakersfieldCity

**City of Bakersfield Facebook:** BakersfieldCity

**City of Bakersfield LinkedIn:** BakersfieldCity

**City of Bakersfield YouTube:** BakersfieldCity

**City of Bakersfield Instagram:** BakersfieldCity

**City of Bakersfield Pinterest:** BakersfieldCity

**City of Bakersfield Blog:** BakersfieldCityBlog

**City of Bakersfield Newsroom:** BakersfieldCityNewsroom

**City of Bakersfield Media Relations:** BakersfieldCityMediaRelations

**City of Bakersfield Community Services:** BakersfieldCityCommunityServices

**City of Bakersfield Parks and Recreation:** BakersfieldCityParksAndRecreation

**City of Bakersfield Transportation:** BakersfieldCityTransportation

**City of Bakersfield Planning and Development:** BakersfieldCityPlanningAndDevelopment

**City of Bakersfield Environmental Services:** BakersfieldCityEnvironmentalServices

**City of Bakersfield Human Resources:** BakersfieldCityHumanResources

**City of Bakersfield Finance:** BakersfieldCityFinance

**City of Bakersfield Information Technology:** BakersfieldCityInformationTechnology

**City of Bakersfield Recreation and Cultural Affairs:** BakersfieldCityRecreationAndCulturalAffairs

**City of Bakersfield Public Works:** BakersfieldCityPublicWorks

**City of Bakersfield Housing and Community Development:** BakersfieldCityHousingAndCommunityDevelopment

**City of Bakersfield Water and Wastewater:** BakersfieldCityWaterAndWastewater

**City of Bakersfield Utilities:** BakersfieldCityUtilities

**City of Bakersfield Police Department:** BakersfieldCityPoliceDepartment

**City of Bakersfield Fire Department:** BakersfieldCityFireDepartment

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**City of Bakersfield Fire Department:** BakersfieldCityFireD
## Subject B: Hold Two (2) Community Meetings (within one accessible community location in the planning area) to deliverables:

- Job training and small business assistance programs
- Strategies & partnerships for bringing new jobs, skills, and education and skill development needs
- Planning one:
  - Communicating patterns, workers going to jobs outside
  - Jobs and employers in the planning area
  - Existing and emerging economic clusters and industries
  - Levels:
    - Current labor force demographics, skills, and education
    - Process includes identifying:
      - Seekers and employers:
      - Bridge the gap between the needs of job market study.

### Task 2: Workforce Development Demographic and Labor Market Study

<table>
<thead>
<tr>
<th>Month 1 – Month 2</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Study data report</td>
<td>Workforce Development Demographic and Labor Market Study</td>
</tr>
</tbody>
</table>

### Deliverables:

- Marketing materials and online management and meeting handouts, surveys, photos, videos, transcripts, meeting sign-in sheets.

### Subject C: Hold Two (2) Community Meetings (within one accessible community location in the planning area) to deliverables:

- Population programs designed to help low-income and other:
  - Identifying land use and regulatory strategies, services, and affordable housing such as: lowering strategies:
  - Identifying existing and potential tools to implement opportunities.
  - Short-term with laying the framework for future:
    - Identifying a few affordable housing opportunities in the infrastructure capacity:
      - Engaging property owners/developers:
<table>
<thead>
<tr>
<th>Month 9 - Month 12</th>
<th>Project Prioritization and ICC Development, and Transportation Project Prioritization Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1. Meeting sign-in sheets. 1. Meeting handouts.</td>
</tr>
</tbody>
</table>

**Subtask B:** Final Consolidated Report (Group)

**Task A:** Transportation Strategy Session (ICC Partnership Focus)

<table>
<thead>
<tr>
<th>Month 1 - Month 9</th>
<th>Marketing materials and online engagement and meeting handouts, surveys; photos, transcripts;</th>
</tr>
</thead>
</table>

**Subtask B:** Hold two (2) community meetings (with an accessible community location in the planning area) to understand transportation needs within planning area and get feedback on prioritization of projects

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<table>
<thead>
<tr>
<th>Month 1 - Month 9</th>
<th>Marketing materials and online engagement and meeting handouts, surveys; photos, transcripts;</th>
</tr>
</thead>
</table>

**Subtask A:** Identify the Transportation Projects' Process

**Task A:** Alternative Transportation Prioritization Strategy

<table>
<thead>
<tr>
<th>City of Backshell</th>
<th>Grant Agreement 3019-700</th>
</tr>
</thead>
</table>

**Task B:** Final Consolidated Report

**Inclusive:**
- Identifying transportation projects within downtown Backshell.
- Developing transportation plans to encourage walking and transportation projects within downtown Backshell.
- Identifying transportation projects within downtown Backshell.
Attachment 3: Final Report

<table>
<thead>
<tr>
<th>Transformative Climate Communities Program Final Report</th>
<th>FY 18/19</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee:</td>
<td>Grant Number:</td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
</tbody>
</table>

**Project Summary**

1. Provide a brief summary of the challenges facing the Planning Area and the work completed under this grant.

**Barriers and Accomplishments**

2. Describe and explain any differences between the planned results, as listed in the Work Plan, and the actual results. Describe any barriers that impeded the progress of the grant, any corrective actions taken, and the outcomes. Discuss how these lessons learned can be useful for other TCC communities.

3. Describe any notable outcomes, findings or conclusions. Report on successful strategies used to achieve results and how these lessons learned can be useful to other TCC communities.

4. Include a list of other sources of funding that were secured, directly or indirectly, through this Project.

**Future Implementation**

5. Describe how plans or processes developed under this grant will be implemented over the next three to five years. Explain:
   a. How they will further your organization’s sustainability goals and strategies.
   b. How they will advance the State’s planning priorities and TCC Program objectives.
   c. How the work completed under this grant will assist in applying for future TCC Implementation Grants or other California Climate Investment programs. Address how the Grantee plans to meet requirements related to leverage funding, displacement avoidance, community engagement, GHG emission reductions tracking and monitoring, or climate resiliency.

**Feedback**

6. Based on your experiences with this grant program, please provide feedback about how the Department can improve future grant programs.
Attachments

7. Attach any relevant documents to this report, including final deliverables. If the documents cannot be sent electronically, notify the Grant Manager.

CERTIFICATION: I certify that this Final Report is accurate and that this project complies with the Agreement. I further certify that any expenditure discussed in this report is allowed under the Agreement and that all funds were expended for the purposes of this Project.

Name: ___________________________________________ Title: __________________________

(Type or Print Name)

Signature: ___________________________ Date: ___________________________
Exhibit B, Budget Detail and Payment Provisions

1. Payment

A. To receive payments of grant funds, Grantee must submit an invoice. Advance payments are not permitted under this Grant Agreement.

B. Upon receipt and approval of an itemized invoice and required supporting documentation, the Department agrees to reimburse Grantee for actual expenditures for tasks completed, in accordance with the rates specified in the Budget Detail Worksheet (Attachment 4).

C. The Department may withhold payment until all terms of the Grant Agreement have been satisfied.

D. Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.

E. For cost principles, see Exhibit B, Section 5.

2. How to Submit Invoices

A. Send the invoices to the Grant Manager by email. Include the Grant Agreement number and Grantee’s name in the subject line.

B. Grantee may submit one invoice each quarter.

C. Grantee shall submit invoices no more frequently than quarterly, in arrears, to the Grant Manager. A request for payment shall consist of:
   i. The Invoice (Attachment 5) on official letterhead and signed by the Authorized Signatory, or authorized designee on file with the Department (Exhibit A, Section 3), certifying the expenditures are for actual expenses for the tasks performed under this Grant Agreement.
   ii. Each cost category and task must correspond to a cost category and task identified in the Budget Detail Worksheet (Attachment 4).
   iii. Supporting documentation for reimbursement of funds. Records documenting time spent performing the work shall identify the individual, the date on which the work was performed, the specific grant-related activities or objectives to which the individual’s time was devoted, the hourly rate, and the amount of time spent.

D. Supporting documentation (e.g., timesheets, activity logs, cancelled checks) for matching funds does not need to be submitted to the Department but should be retained by Grantee in the event of an audit (Exhibit C, Section 5).

E. At any time, the Department may request hard copies of invoices, reports, supporting documentation, and evidence of progress.

3. Invoice Dispute

In the event of an invoice dispute, see Exhibit D, Section 5.
4. Budget Contingency Clause

A. If the Budget Act of the current year and/or any subsequent years covered under this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no further force nor effect. In this event, the Department shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Department shall have the option to either cancel this Grant Agreement with no liability occurring to the Department or offer an amendment to reflect the reduced amount.

5. Cost Principles

A. All costs to be reimbursed must be consistent with the Guidelines (Exhibit F).

B. All costs to be reimbursed must be reasonable.

C. Only direct costs and indirect/overhead costs totaling no more than ten percent (10%) of the total grant award are eligible for reimbursement.

D. The Department will reimburse Grantee only for actual expenses incurred during the term of this Grant Agreement, as specified in the Budget Detail Worksheet (Attachment 4).

6. Travel Reimbursement

Travel expenses directly related to the performance of this Grant Agreement will be subject to the State of California travel reimbursement rates in effect during the term of this Grant Agreement.

A. The Department will only reimburse for actual expenditures incurred for in-state travel with the exception of "incidental costs" as specified in the Guidelines (Exhibit F).

B. Grantee shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

C. Grantee shall ensure travel costs are included in the Budget Detail Worksheet (Attachment 4) and are tied to tasks and deliverables in the Work Plan (Attachment 2).

D. Grantee and any person traveling pursuant to this Grant Agreement shall indemnify and hold harmless the Department and State of California for any liabilities resulting from such travel.

7. Work Plan and Budget Modifications

A. Grantee must keep the Work Plan (Attachment 2) and Budget Detail Worksheet (Attachment 4) up to date.
B. Changes of up to twenty percent (20%) between tasks shall be made by providing written notice with or before submission of an invoice.

C. Changes to deliverable due dates and minor changes to subtask descriptions shall be made by providing written notice with or before submission of an invoice.

D. Material changes to the Work and Budget shall follow the amendment process, specified in Exhibit B Section 8, including:
   i. Changes of more than twenty percent (20%) between tasks
   ii. Elimination or alteration of tasks or deliverables
   iii. Change in Partners, see Exhibit A, Section 1

8. Amendments

A. This section applies to any changes to this Grant Agreement, excluding the following:
   i. Changes to the Authorized Signatory Form (Attachment 1). For changes to the Authorized Signatory Form see Exhibit A, Section 3.
   ii. Changes to project representatives, see Exhibit A, Section 4.
   iii. Changes to the Work Plan and Budget Detail Worksheet, see Exhibit A, Attachment 2, Exhibit B, Attachment 4, and Exhibit B, Section 7.

B. Except as otherwise specified, Grantee must request and obtain prior written approval before any change (amendment) to this Grant Agreement is valid.

C. Request for amendments must:
   i. Be prepared, in writing, on official letterhead and signed by the Authorized Signatory or designee on file with the Department.
   ii. Be submitted to the Grant Manager at least two (2) months prior to when the amendment is needed.
   iii. Include the Grant Agreement number, a detailed explanation of the proposed amendment, reason for the amendment, and the effect of not approving the request.
   iv. Include a copy of the document(s) requested for amendment that shows the requested changes.

D. The Grant Manager will respond in writing within fifteen (15) working days from receipt of request to approve or deny the request for amendment, including the reason for the decision.

E. The Grant Manager will process amendments within thirty (30) days of the approval date. The amendment will not be in effect until both parties have signed the Grant Agreement amendment.
## Table: Budget Detail Worksheet

<table>
<thead>
<tr>
<th>Task</th>
<th>High Level Activities</th>
</tr>
</thead>
<tbody>
<tr>
<td>TASK 1</td>
<td>Kick-Off and Affordable Housing Site Analysis</td>
</tr>
<tr>
<td>TASK 2</td>
<td>Workforce Development Demographic and Labor Market Study</td>
</tr>
<tr>
<td>TASK 3</td>
<td>Alternative Transportation Planning Strategy</td>
</tr>
<tr>
<td>TASK 4</td>
<td>Final Consolidated Report</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Total</th>
<th>Task 1</th>
<th>Task 2</th>
<th>Task 3</th>
<th>Task 4</th>
<th>Total</th>
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</thead>
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<td>$344,150.00</td>
<td>$5,200,000.00</td>
<td>$6,105,850.00</td>
</tr>
</tbody>
</table>

The figures may make minor changes to the budget without the requirement of an amendment. See Exhibit B.

---

**Attachment 4: Budget Detail Worksheet**

**City of Oakland**

**TCC Planning Grant Program**

**State of California**

**Department of Conservation**

**3019-700**

**Proposal Enrollment ID: 490034-A-0000-0098-8797-808-BDEE-FDC8B382E5B2**
Attachment 5, Invoice

[TO BE PRINTED ON GRANTEE LETTERHEAD]

TRANSFORMATIVE CLIMATE COMMUNITIES FY 18/19
PLANNING GRANT INVOICE

Department of Conservation
Division of Land Resource Protection
Email required invoice documents to: TCC Grant Manager

<table>
<thead>
<tr>
<th>Invoice Number:</th>
<th>Grant Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Name:</td>
<td></td>
</tr>
<tr>
<td>Project Name:</td>
<td></td>
</tr>
<tr>
<td>Invoice Period:</td>
<td>(Start Date)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Task</th>
<th>Grant Funds Spent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1:</td>
<td></td>
</tr>
<tr>
<td>Task 2:</td>
<td></td>
</tr>
<tr>
<td>Task 3:</td>
<td></td>
</tr>
<tr>
<td>Task 4:</td>
<td></td>
</tr>
</tbody>
</table>

SUBTOTAL for this Quarter

Minus 10% Retention

TOTAL reimbursement requested this Quarter

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indirect/Overhead (not to exceed 10%)</td>
<td></td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
</tr>
<tr>
<td>Subcontractors</td>
<td></td>
</tr>
<tr>
<td>Supplies</td>
<td></td>
</tr>
<tr>
<td>Other Direct Costs</td>
<td></td>
</tr>
<tr>
<td>Travel</td>
<td></td>
</tr>
<tr>
<td>Cumulative Total</td>
<td></td>
</tr>
</tbody>
</table>

Page 15
Attachment 5: Invoice
<table>
<thead>
<tr>
<th>Work Plan Task #</th>
<th>Description of Work Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Please refer to specific deliverables in the Budget and Work Plan.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Status Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Work Plan Task #</td>
</tr>
<tr>
<td>-----------------</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**CERTIFICATION:** By my signature below, I certify that I have full authority to execute this payment request on behalf of Grantee. I declare under penalty of perjury, under the laws of the State of California, that this invoice for reimbursement, and any accompanying supporting documents, are true and correct to the best of my knowledge, all disbursements have been made for the purposes and conditions as outlined in the Grant Agreement.

Print Name: __________________________  Print Title: __________________________

Signature: __________________________  Date: __________________________
Attachment 6, Invoice Dispute Notification

INVOICE DISPUTE NOTIFICATION

<table>
<thead>
<tr>
<th>GRANTEE ADDRESS</th>
<th>INVOICE DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>INVOICE NUMBER</td>
</tr>
<tr>
<td></td>
<td>INVOICE AMOUNT $</td>
</tr>
<tr>
<td></td>
<td>DATE INVOICE RECEIVED</td>
</tr>
<tr>
<td></td>
<td>GRANT AGREEMENT NUMBER</td>
</tr>
</tbody>
</table>

The Invoice referenced above is disputed for the following reasons:

- [ ] Request reimbursement for expenses not in the Budget Detail
- [ ] Invoiced for Indirect cost reimbursement
- [ ] Invoiced for incidental costs or travel costs outside of California
- [ ] Work performed prior to the Grant start or end date
- [ ] Insufficient evidence of progress made or task completion
- [ ] Invoice submitted without using required templates
- [ ] Insufficient supporting document for reimbursement
- [ ] Progress Report or Final Report not included with Invoice
- [ ] Invoice not submitted by 5:00 p.m. on the required due date
- [ ] Request reimbursement through another funding source
- [ ] Other not listed above:

Comments:

THIS NOTIFICATION IS A FOLLOW UP TO A PHONE CONVERSATION WITH THE GRANTEE OR DESIGNEE WHOSE NAME APPEARS BELOW.

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE OF CONVERSATION</th>
</tr>
</thead>
</table>

IF YOU HAVE ANY QUESTIONS REGARDING THIS DISPUTE, CONTACT:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TELEPHONE NUMBER (Include Area Code)</th>
</tr>
</thead>
</table>

RETURN A COPY OF THIS NOTIFICATION WITH THE CORRECTED INVOICE TO:

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA USE ONLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE DISPUTE RESOLVED</td>
</tr>
<tr>
<td>RESOLUTION</td>
</tr>
</tbody>
</table>
Exhibit C, General Terms and Conditions

1. Approval

This Grant Agreement is of no force or effect until signed by both parties. Grantee may not commence performance until such approval has been obtained.

2. Amendment

No change to this Grant Agreement shall be valid unless made in accordance with Exhibit B, Section 7. No oral understanding or change not incorporated in this Grant Agreement is binding on any of the parties.

3. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Department in the form of an amendment.

4. Records Retention

A. Grantee shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including copies of the Grant Agreement, changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

B. Grantee shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

5. Audit

A. Grant funded projects are subject to audit by the State of California during the grant term and for up to four years following the termination of the grant agreement. Grantee agrees that the Department, Department of Finance, Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Grant Agreement.

B. At any time, the Department, Department of Finance, Bureau of State Audits, or their designated representative may request to review Grantee’s records to ensure proper grant management. Grantee shall be given advance notice when the grant-funded Project is selected for an audit or review by the Department, Department of Finance, Bureau of State Audits, or their designated representative. Grantee agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Department to audit records and interview staff in any partnership agreement and subcontract related to performance of this Grant Agreement in accordance with Government Code section 8546.7. Grantee shall comply with
the above and be aware of the penalties for violations of fraud and for
obstruction of investigation as set forth in Public Contract Code section 10115.10.

C. Partners and subcontractors employed by the Grantee and paid with moneys
under the terms of this Grant Agreement shall be responsible for maintaining
accounting records as specified above.

6. Indemnification
Grantee agrees to indemnify, defend, and hold harmless the State of California, its
officers, agents, and employees from any and all claims and losses accruing or
resulting to any and all Grantees, partners, subcontractors, suppliers, laborers, and
any other person, firm, or corporation furnishing or supplying work services, materials,
or supplies in connection with the performance of this Grant Agreement, and from
any and all claims and losses accruing or resulting to any person, firm, or corporation
who may be injured or damaged by Grantee in the performance of this Grant
Agreement.

7. Disputes
Grantee shall continue with the responsibilities under this Grant Agreement during
any dispute.

8. Independent Grantee
Grantee, and the agents and employees of Grantee, in the performance of this
Grant Agreement, shall act in an independent capacity and not as officers,
employees, or agents of the Department.

9. Non-Discrimination Clause
During the performance of this Grant Agreement, Grantee and its subcontractors
shall not unlawfully discriminate, harass, or allow harassment against any employee
or applicant for employment because of race, color, ancestry, national origin,
religion, creed, age (over 40), mental disability, physical disability, sex, gender
(including pregnancy, childbirth, breastfeeding, or related medical conditions),
sexual orientation, gender identity, gender expression, medical condition, genetic
information, marital status, and military and veteran status. Grantee and
subcontractors shall ensure that the evaluation and treatment of their employees
and applicants for employment are free from such discrimination and harassment.
Grantee and subcontractors shall comply with the provisions of the Fair Employment
and Housing Act (Gov. Code § 12990 (a-f) et seq.) and the applicable regulations
promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et
seq.). The applicable regulations of the Fair Employment and Housing Commission
implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of
Division 4 of Title 2 of the California Code of Regulations, are incorporated into this
Grant Agreement by reference and made a part hereof as if set forth in full.
Grantee and its subcontractors shall give written notice of their obligations under this
clause to labor organizations with which they have a collective bargaining or other
Grant Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause
in all subcontracts to perform work under this Grant Agreement.
10. Timeliness

Time is of the essence in this Grant Agreement. The Department and Grantee will work collaboratively to ensure this Grant Agreement is administered in a timely fashion.

11. Governing Law

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

12. Unenforceable Provision

If any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.
Exhibit D, Special Terms and Conditions

1. Compliance with Laws and Regulations

   By signing this Grant Agreement, Grantee certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits and shall secure any new permits required by authorities having jurisdiction over the Project(s), and maintain all presently required permits. Grantee shall ensure that any applicable requirements of the California Environmental Quality Act are met in order to carry out the terms of this Grant Agreement.

2. Subcontractors

   The Department’s contractual relationship is with Grantee, and not any of its Partners or subcontractors. Grantee is entitled to make use of its own staff, Partners, and subcontractors, as identified in the Budget Detail Worksheet (Attachment 4), and will comply with its own competitive bidding and sole sourcing requirements for subcontracts that arise out of or in connection with this Grant Agreement. Grantee shall manage, monitor, and accept responsibility for the performance of its own staff, Partners, and subcontractors, and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Grant Agreement.

   Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the Department and any Partners or subcontractors, and no subcontract shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Department for the acts and omissions of Partners and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay Partners and subcontractors is an independent obligation from the Department’s obligation to make payments to Grantee. As a result, the Department shall have no obligation to pay or to enforce the payment of any moneys to any Partner or subcontractor.

3. No Third-Party Beneficiaries

   This Grant Agreement is not intended for the benefit of any person or entity other than the parties, and no one other than the parties themselves may enforce any of the rights or obligations created by this Grant Agreement.

4. Project Monitoring and Oversight

   Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Grant Agreement.

5. Dispute Resolution

   A. Invoice Disputes
      i. In the event of an invoice dispute, the Grant Manager will notify Grantee by phone and follow up in writing using the Invoice Dispute Notification Template (Attachment 6) within ten (10) working days of receipt of the disputed invoice.
ii. During the dispute, both parties shall deal in good faith to resolve the dispute. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement.

iii. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

B. General Disputes

i. In the event of a dispute unrelated to the dispute of an invoice, Grantee shall first attempt to resolve the dispute with the Grant Manager.

ii. Both parties shall deal in good faith and attempt to resolve the dispute informally.

iii. Grantee shall continue to meet its responsibilities and obligations under the terms of this Grant Agreement during a dispute.

iv. If Grantee contests the decision made by the Grant Manager, Grantee shall submit a written "Notice of Dispute" on official letterhead, according to Subsection C below.

C. Contesting a Dispute Decision

i. If Grantee contests a decision made by the Grant Manager, Grantee may submit a written "Notice of Dispute" on official letterhead. The "Notice of Dispute" shall include:

   • The Grant Agreement number
   • A complete description of the basis for the dispute
   • Legal authority or pertinent facts, supporting arguments and documentation
   • Action requested for resolution

The "Notice of Dispute" shall be sent to:

   Department of Conservation
   Division of Land Resource Protection
   Attn: Division Director
   801 K Street, 14th Floor, MS 14-15
   Sacramento, CA 95814

ii. Within 30 days after receipt of the "Notice of Dispute," the Division Director shall review the dispute and submit a written decision to Grantee, which shall include:

   • The decision made
   • An explanation for the decision
   • Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision
6. Termination

A. Completion of Project. This Grant Agreement shall terminate upon completion of the project and payment of the last invoice.

B. Early Termination. Either Party may terminate this Grant Agreement upon thirty (30) days advance written notice by certified mail to the other Party. The notice shall specify the reason for early termination and may permit Grantee or Department to rectify any deficiency(ies) prior to the early termination date.

7. Waiver of Rights

A. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the Department, its officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Grant Agreement.

B. Grantee waives all claims and recourses against the Department, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Grant Agreement, except claims arising from the gross negligence of the Department, its officers, agents, and employees.

C. None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing.

8. Insurance Requirements

A. Grantee that is a governmental organization may provide evidence of self-insurance to satisfy this requirement.

B. If Grantee is not a governmental organization or is unable to provide evidence of self-insurance, then it shall obtain and keep in force for the term of this Agreement the following insurance policies that cover any acts or omissions of Grantee, its subcontractors, or its employees engaged in the provision of service specified in this Agreement:

i. Workers’ Compensation Insurance in an amount of not less than $1,000,000 in accordance with the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

ii. Commercial general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury and property damage combined.

iii. Motor vehicle liability with limits not less than the amounts below for combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

- 7 or fewer passengers: $1,000,000
- 8-15 passengers: $1,500,000
- 16+ passengers: $5,000,000

C. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of
California under this Grant Agreement. The additional insured endorsement must accompany the certificate of insurance.

D. Grantee shall submit proof of insurance documents referencing this Grant Agreement number to the Department electronically within thirty (30) days of signing this Grant Agreement.

E. Grantee shall notify Department in writing within five (5) working days of any cancellation, non-renewal, or material change that affects required insurance coverage.

F. Grantee shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Grant Agreement.

9. Stop Work

If it is determined, at the sole discretion of the Department, that Grantee is not meeting the terms and conditions of this Grant Agreement, immediately upon receiving a written notice through certified mail from the Department to stop work, Grantee shall cease all work under this Grant Agreement. The Department has the sole discretion to determine that Grantee meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Grantee to resume work under this Grant Agreement.

10. Publicity

Grantee agrees that it will acknowledge the SGC’s support whenever activities or projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. Grantee shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

"The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council."

Media: Grantee is required to identify a point of contact for all press inquiries and communications needs related to the Project and provide the name, phone number, and email address of this individual to the SGC. All press releases must be approved by the SGC Communications Office prior to distribution, and the SGC must be alerted and invited to participate in all press conferences related to the grant.

Social Media: Grantee is encouraged to use social media to inform and share with the public activities under this Grant Agreement. Furthermore, @CalSGC should be tagged on all posts related to activities under this Grant Agreement. Use of the hashtags #TCCPlanning and #CommunityLedTransformation is also encouraged.

11. Drug-Free Workplace Certification

In signing this Grant Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

B. Establish a Drug-Free Awareness Program to inform employees about:

i. The dangers of drug abuse in the workplace.

ii. The person's or organization's policy of maintaining a drug-free workplace.

iii. Any available counseling, rehabilitation, and employee assistance programs.

iv. Penalties that may be imposed upon employees for drug abuse violations.

C. Every employee who works on this Grant Agreement will:

i. Receive a copy of the company's drug-free workplace policy statement.

ii. Agree to abide by the terms of the company's statement as a condition of employment on this Grant Agreement.

Failure to comply with these requirements may result in suspension of payments under this Grant Agreement or termination of this Grant Agreement or both, and Grantee may be ineligible for award of any future State of California agreements if the Department determines that any of the following has occurred: Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

12. Americans with Disabilities Act

Grantee assures the Department that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).

13. Air/Water Pollution Violation Certification

Under State of California laws, Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. Payee Data Record Form - STD 204

This form must be completed by all Grantees that are not another state agency or other governmental entity.
January 9, 2019

Via Email and U.S. Mail

Ms. Cecelia Griego
Principal Planner
City of Bakersfield
1715 Chester Avenue
Bakersfield, CA 93301
cgriego@bakersfieldcity.us

RE: Award Notification – Round 2 of the Transformative Climate Communities Program, Planning Grant Award, City of Bakersfield: Revitalizing Downtown Bakersfield: Live, Work, Play

Dear Ms. Griego:

On behalf of the Strategic Growth Council (SGC) and the Department of Conservation (DOC), it is my pleasure to inform you that your proposal has been selected to receive a Fiscal Year 2018-2019 Transformative Climate Communities (TCC) Planning Grant. In Fiscal Year 2018-2019, the TCC program awarded $800,000 for four (4) Planning Grants statewide, intended to fund planning activities in disadvantaged communities that may be eligible for future TCC Implementation Grants. The SGC received seven (7) eligible applications requesting over $1.4 million in funds. The Interagency Review Panel recommended the City of Bakersfield’s proposal for $200,000 in funding. This recommendation was approved by the Council at its meeting on December 20, 2018.

In February, the SGC and DOC staff will host an Orientation webinar for all Planning Grant awardees on February 8th at 2PM. We will send an invitation to the primary email for each of the Lead Applicants. Please feel free to invite others from your team or partnership structure to join the Orientation webinar. During the webinar, we will discuss initial next steps related to the administration of the planning grants, as well as our plan for technical assistance to be offered to all awardees over the course of the year.

In addition, DOC staff will contact you shortly regarding next steps in developing the grant agreement. To begin this process, please confirm your primary contacts for grant and fiscal management as soon as possible with Elizabeth Hessom who may be reached via email at elizabeth.hessom@conservation.ca.gov, and by phone at 916-323-4160. Congratulations again, and we look forward to working with you.

1400 Tenth Street, Sacramento, CA 95814 • www.scc.ca.gov • (916) 322-3218
Sincerely,

Louise Bedsworth, PhD
Executive Director
California Strategic Growth Council
Exhibit F, Guidelines

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STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 08/2017)

1. CONTRACTOR'S NAME
City of Bakersfield

2. FEDERAL I.D. NUMBER
956000672

3. AGENCY TRANSMITTING AGREEMENT
Department of Conservation

4. DIVISION, BUREAU, OR OTHER UNIT
Land Resource Protection

5. AGENCY BILLING CODE
013085

6a. CONTRACT ANALYST NAME
Elizabeth Hessom

6b. EMAIL
elizabeth.hessom@conservation.ca.gov

6c. PHONE NUMBER
(916) 323-4160

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
☐ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES
Revitalizing Downtown Bakersfield: Live, Work, Play

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
The City of Bakersfield, in conjunction with numerous government agencies and community-based organizations, proposes to initiate planning activities related to affordable housing, workforce development, and alternative transportation in downtown Bakersfield. These planning activities include an Affordable Housing Site Analysis; Workforce Development Demographic and Labor Market Study; and an Alternative Transportation Prioritization Plan. Partners for this grant are the Housing Authority of the County of Kern, and the Kern County Employers' Training Resource. The City of Bakersfield will also collaborate with various other groups including the Center on Race, Poverty, and the Environment, Kern Council of Governments, California Walks, Bike Bakersfield, various transit agencies, and a consultant (to be determined).

10. PAYMENT TERMS (More than one may apply)
☐ Monthly Flat Rate ☑ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☑ Withhold 10 % ☐ Advanced Payment Not To Exceed
☐ Reimbursement / Revenue
☐ Other (Explain)

11. PROJECTED EXPENDITURES

<table>
<thead>
<tr>
<th>FUND TITLE</th>
<th>ITEM</th>
<th>FISCAL YEAR</th>
<th>CHAPTER</th>
<th>STATUTE</th>
<th>PROJECTED EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prop 84</td>
<td>3480-101-6051</td>
<td>18/19 Chapter 29</td>
<td>2018</td>
<td></td>
<td>$200,000.00</td>
</tr>
</tbody>
</table>

OBJECT CODE
702.21 Account - 5432000021

AGREEMENT TOTAL $200,000.00

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT $200,000.00
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)
Tina Ramirez

DATE SIGNED
7/12/19

Page 1 of 3
STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 08/2017)

12. AGREEMENT

<table>
<thead>
<tr>
<th>AGREEMENT</th>
<th>TERM FROM</th>
<th>TERM THROUGH</th>
<th>TOTAL COST OF THIS TRANSACTION</th>
<th>BID, SOLE SOURCE, EXEMPT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original</td>
<td>07/10/2019</td>
<td>07/09/2020</td>
<td>$200,000.00</td>
<td>Exempt</td>
</tr>
<tr>
<td>Amendment 1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amendment 2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$200,000.00</td>
<td></td>
</tr>
</tbody>
</table>

13. BIDDING METHOD USED
   - Request for Proposal (RFP) (Attach justification if secondary method is used)
   - Invitation for Bid (IFB) (Attach justification if secondary method is used)
   - Exempt from Bidding (Give authority for exempt status)
   - Sole Source Contract (Attach STD. 821)
   - Other (Explain) Grant Guidelines approved by Strategic Growth Council

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)
N/A

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
N/A

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?
Costs allowed by grant guidelines

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)
   - Contracting out is based on cost savings per Government Code 19130(a).
     The State Personnel Board has been so notified.
   - Not Applicable (Interagency / Public Works / Other Grant)

Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION
   - By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE
SIGNER’S NAME (Print or Type)
DATE SIGNED

18. FOR AGREEMENTS IN EXCESS OF $5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?
   - No
   - Yes
   - N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?
   - No
   - Yes
   - N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?
   - None on file
   - N/A
   - Yes

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
   - Contractor Certification Clauses
   - STD 204 Vendor Data Record
   - N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED
   - No
   - Yes
   - N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
   - No
   - Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)
    - No (Explain below)
    - Yes
    - N/A

This is a grant

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?
    - No
    - Yes (If Yes, provide justification below)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE
NAME/TITLE (Print or Type)
DATE SIGNED
Clayton Haas, Assistant Director

Page 2 of 3
JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

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AGREEMENT NO.____________

PLANNING CONSULTANT AGREEMENT

This PLANNING CONSULTANT AGREEMENT ("Agreement") for the planning activities in Downtown Bakersfield under the City’s Transformative Climate Communities Grant Program specified herein is made and entered into on ________________ ("Effective Date"), by and between the CITY OF BAKERSFIELD, a chartered City and municipal corporation, ("CITY" herein), and ______________________, a _______________ Corporation, ("PLANNING CONSULTANT" herein).

RECITALS

WHEREAS, CITY does not have expertise currently on staff to fully implement the Transformative Climate Communities Grant Program for the Revitalizing Downtown Bakersfield: Live, Work, Play Project; and

WHEREAS, to identify a consultant to assist CITY in preparing the planning grant project, CITY issued a Request for Proposals, ("RFP"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, PLANNING CONSULTANT submitted a written proposal in response to the RFP, which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, PLANNING CONSULTANT represents that it is experienced in the field of sustainable planning related to affordable housing, workforce development, alternative transportation, community outreach, and other environmental or planning components; and

WHEREAS, PLANNING CONSULTANT has reviewed the RFP and is satisfied that PLANNING CONSULTANT understands the project requirements outlined in the RFP and is competent to undertake the project as set forth in the RFP; and

WHEREAS, PLANNING CONSULTANT represents it has an adequate number of properly licensed and experienced employees on its staff to accomplish the Scope of Work, as defined below; and

WHEREAS, PLANNING CONSULTANT represents that all of its key personnel assigned to perform the work set forth herein, are licensed professionals, and hold professional degrees, in engineering, planning, or similar professional areas; and

WHEREAS, PLANNING CONSULTANT represents that it currently has, and acknowledges that it must maintain throughout the term of this Agreement, errors and omissions insurance to protect CITY in the event of PLANNING CONSULTANT’s professional errors or omissions; and

PLANNING CONSULTANT AGREEMENT
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:\Strategic Growth Council\TCC\Post-Award\Consultant Contract_Template 7.8.19 Draft.docx
Updated – July 8, 2019
Page 1 of 12
WHEREAS, the term PLANNING CONSULTANT as used herein includes all officers of any corporation executing this Agreement,

NOW, THEREFORE, incorporating the foregoing recita's herein, CITY and PLANNING CONSULTANT mutually agree as follows:

1. WORK TO BE PERFORMED.

1.1. Scope of Work. In exchange for the compensation described below, PLANNING CONSULTANT must competently and thoroughly complete all tasks of the project set forth in Exhibits A & B, “Scope of Work,” which is attached hereto and incorporated herein by reference. PLANNING CONSULTANT’s services to be performed under this Agreement include all the procedures necessary to properly complete the Scope of Work, whether specifically included in the Scope of Work or not. Any additions to or deletions from the Scope of Work determined necessary by CITY, in its sole discretion, will require an amendment of this Agreement.

1.2. Performance Expectations. In performing the Scope of Work, PLANNING CONSULTANT must exercise the degree of skill and care customarily exercised by similar professionals in California who provide similar services. PLANNING CONSULTANT must perform the Scope of Work to the satisfaction of the Development Services Director (“Director”) or the Director’s authorized representative.

1.3. Subconsultants. Any subconsultant or agent retained by PLANNING CONSULTANT to assist in the performance of the Scope of Work (collectively, “Subconsultant”) must comply with the terms, covenants, and conditions in this Agreement and all health and safety guidelines and regulations pertaining to the project. PLANNING CONSULTANT must provide a copy of this Agreement to each Subconsultant, who shall sign and deliver to PLANNING CONSULTANT an acknowledgement that they have been provided with a copy of this Agreement and agree to be bound by its terms. However, notwithstanding the designation of PLANNING CONSULTANT or a Subconsultant as having the lead or support role in any of the listed tasks included in the Scope of Work, it will at all times be the sole responsibility of PLANNING CONSULTANT to require that the Scope of Work is performed as required by this Agreement.

2. COMPENSATION. Subject to the conditions of this section, CITY will compensate PLANNING CONSULTANT for performing the Scope of Work ("Compensation"); provided, however, that in no case will CITY compensate PLANNING CONSULTANT more than $170,050 for performing the Scope of Work. The Compensation will be the total compensation paid to PLANNING CONSULTANT for performing the Scope of Work and includes out-of-pocket costs, taxes, salary, overhead, travel, incidental expenses, and profit for PLANNING CONSULTANT and any Subconsultant. CITY will pay no other compensation to PLANNING CONSULTANT.
2.1. **Payment for Services Performed Related to Grant Agreement and receiving Award of Grant Funds.** The PLANNING CONSULTANT has agreed that compensation for any and all services performed in relation to the Scope of Work is fully contingent upon award of the specific grant funds to the CITY by the State of California. Failure of the award of such funds shall terminate the remainder of this contract pursuant to Section 6 of this Agreement.

2.2. **Agreement Conditioned Upon Availability of Funds.** The entirety of this Agreement, and payment of any Compensation for performance of the Scope of Work, is subject to the continued availability of the specific grant funds awarded to CITY by the State of California ("State"). Should CITY be advised by the State, or authorized designee, that the terms of the grant award have become void or that the grant funds are not otherwise available, CITY will provide a notice to stop work to PLANNING CONSULTANT within three business days of receipt of notice from the State. Upon receipt of CITY's notice to stop work, PLANNING CONSULTANT must immediately stop all work on the Scope of Work and prepare a final invoice for work performed up until the time PLANNING CONSULTANT received CITY's notice to stop work.

2.3. **Payment Procedure.** CITY will compensate PLANNING CONSULTANT as follows:

2.3.1. **Submittal of Invoices.** PLANNING CONSULTANT must invoice CITY for work completed, and include the following information on those invoices: (1) a description of the tasks performed; and (2) a concise itemized list for the work completed with the current invoice amount and the remaining budget. All invoices will be subject to review and written approval by Director, and CITY and PLANNING CONSULTANT will negotiate in good faith to resolve any disputed invoice.

2.3.2. **Payment of Invoices.** CITY will pay PLANNING CONSULTANT for submitted invoices within thirty days after receipt and approval by CITY of PLANNING CONSULTANT's invoice. CITY reserves the right to withhold payment for work completed within a task until satisfactory completion of the deliverables within that task, as specified on Exhibit C.

3. **STARTING WORK.** PLANNING CONSULTANT may not begin work until authorized to do so in writing by CITY. No work will be authorized until the Agreement has been fully executed by PLANNING CONSULTANT and CITY.

4. **TIME FOR COMPLETION.** PLANNING CONSULTANT must complete the Scope of Work no later than ____________. PLANNING CONSULTANT is not responsible for delays which are outside of its reasonable control.
5. **TERM.** Unless terminated sooner as set forth herein, this Agreement will terminate on ______________.

6. **TERMINATION.**

   6.1. **For Cause.** If at any time CITY becomes dissatisfied with the performance of PLANNING CONSULTANT under this Agreement, CITY may terminate this Agreement after providing PLANNING CONSULTANT with ten-days-written notice of the termination. Written notice must be given pursuant to the Notices section of this Agreement. No Compensation will be paid for work performed after the date the termination becomes effective as provided in the written notice. PLANNING CONSULTANT shall be entitled to payment for work performed satisfactorily up to the effective date of termination.

   6.2. **For Non-Award or Loss of Grant Funds.** If the initial grant is not awarded or if the terms of the grant award become void or the grant funds are not otherwise available, CITY may terminate the Agreement and will not be obligated to compensate PLANNING CONSULTANT for work performed after PLANNING CONSULTANT's receipt of the notice to stop work, as detailed in Section 2 above.

7. **PRIMARY CONTACTS.**

   CITY's Contract Administrator is:

   **Phil Burns, Interim Development Services Director**
   Development Services Department | City of Bakersfield
   1715 Chester Avenue, Bakersfield, CA 93301
   Telephone: (661) 326-3733

   PLANNING CONSULTANT’s Project Manager is:

   ______________________________________

   ______________________________________

   ______________________________________

   The Contract Administrator and the Project Manager will be the primary contact persons for CITY and PLANNING CONSULTANT, respectively.

8. **KEY PERSONNEL.** At CITY's request, PLANNING CONSULTANT must name all key personnel to be assigned to perform the Scope of Work. PLANNING CONSULTANT must make every reasonable effort to maintain ____________ as the Project Manager. All key personnel must be properly licensed and experienced for the work to be performed under this Agreement. PLANNING CONSULTANT must provide background for each of the key personnel including, without limitation, resumes and work experience in the type of work called for herein. CITY reserves the right to approve key personnel. Once the key personnel are approved, PLANNING CONSULTANT may not change such
personnel without CITY’s written approval.

9. **LICENSES.** PLANNING CONSULTANT shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits and approvals which are legally required for PLANNING CONSULTANT to practice its profession and perform the Scope of Work. If PLANNING CONSULTANT is a corporation, at least one officer or key employee shall hold the required licenses or professional degrees. If PLANNING CONSULTANT is a partnership, at least one partner shall hold the required licensees or professional degrees.

10. **STANDARD OF PERFORMANCE.** The Scope of Work shall be performed in conformity with all legal requirements and industry standards observed by a specialist of PLANNING CONSULTANT’s profession in California.

11. **INDEPENDENT CONTRACTOR.** This Agreement calls for the performance of the services of PLANNING CONSULTANT as an independent contractor. PLANNING CONSULTANT is not an agent or employee of CITY for any purpose and is not entitled to any of the benefits provided by CITY to its employees. This Agreement may not be construed as forming a partnership or any other association with PLANNING CONSULTANT other than that of an independent contractor.

12. **DIRECTION.** PLANNING CONSULTANT retains the right to control or direct the manner in which the Scope of Work is performed.

13. **EQUIPMENT.** PLANNING CONSULTANT will supply all equipment, tools, materials, and supplies necessary to perform the Scope of Work.

14. **INDEMNITY.**

14.1. PLANNING CONSULTANT shall indemnify, defend and hold harmless CITY and its officers, agents and employees against any and all liability, claims, actions, causes of action or demands whatsoever against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, arising out of, connected with, or caused by PLANNING CONSULTANT’s or PLANNING CONSULTANT’s employees, agents, independent contractors, companies or subcontractors in the performance of, or in any way arising from, the terms and provisions of this Agreement whether or not caused in part by a party indemnified hereunder, except for CITY’s sole active negligence or willful misconduct.

14.2. To the extent Civil Code Section 2782.8 is applicable to this Agreement, PLANNING CONSULTANT shall indemnify, defend and hold harmless CITY and its officers, agents, and employees against any and all liability, claims, actions, causes of action, or demands, against them, or any of them, before administrative or judicial tribunals of any kind whatsoever, that only arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of PLANNING CONSULTANT.
15. **INSURANCE.**

15.1. **Types and Limits of Insurance.** In addition to any other insurance or Security required under this Agreement, PLANNING CONSULTANT must procure and maintain, for the duration of this Agreement, the types and limits of insurance below ("Basic Insurance Requirements").

14.1.1. **Professional liability insurance,** providing coverage on claims made basis for errors and omissions with limits of not less than $1,000,000 aggregate; and

14.1.2. **Automobile liability insurance,** providing coverage for owned, non-owned, and hired autos on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence.

14.1.3. **Commercial general liability insurance,** unless otherwise approved by CITY’s Risk Manager, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, with limits of not less than $1,000,000 per occurrence. The policy must:

14.1.3.1. Provide contractual liability coverage for the terms of this Agreement;

14.1.3.2. Provide unlimited products and completed operations coverage;

14.1.3.3. Provide premises, operations, and mobile equipment coverage; and

14.1.3.4. Contain an additional insured endorsement in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

14.1.4. **Workers' compensation insurance** with limits of not less than $1,000,000 per occurrence. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to his employees. Pursuant to Labor Code Section 1861, PLANNING CONSULTANT must submit to CITY the following certification before beginning any work under this Agreement:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or
to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, PLANNING CONSULTANT is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of CITY and its mayor, council, officers, agents, employees, and designated volunteers.

15.2. **General Provisions Applying to All Insurance Types.**

15.2.1. All policies required of PLANNING CONSULTANT must be written on a first-dollar coverage basis, or contain a deductible provision. Subject to advance approval by CITY, PLANNING CONSULTANT may utilize a self-insured retention in any or all of the policies provided, but the policy or policies may not contain language, whether added by endorsement or contained in the policy conditions, that prohibits satisfaction of any self-insured provision or requirement by anyone other than the named insured or by any means including other insurance or which is intended to defeat the intent or protection of an additional insured.

15.2.2. All policies required of PLANNING CONSULTANT must be primary insurance as to CITY and its mayor, council, officers, agents, employees, or designated volunteers and any insurance or self-insurance maintained by CITY and its mayor, council, officers, agents, employees, and designated volunteers must be excess of PLANNING CONSULTANT’s insurance and must not contribute with it.

15.2.3. The insurance required above, except for workers’ compensation insurance, must be placed with insurers with a Best’s rating as approved by CITY’s Risk Manager, but in no event less than A-:.VII. Any deductibles, self-insured retentions, or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best’s A-.VII, must be declared prior to execution of this Agreement and approved by CITY in writing.

15.2.4. Unless otherwise approved by CITY’s Risk Manager, PLANNING CONSULTANT will provide notice to the CITY within thirty-days of cancellation or material change in policy language or terms.

15.2.5. The insurance required hereunder shall be maintained until all
work required to be performed by this Agreement is satisfactorily completed as evidenced by written acceptance by CITY.

15.2.6. PLANNING CONSULTANT must furnish CITY’s Risk Manager with a certificate of insurance and required endorsements evidencing the insurance required. The CITY may withdraw its offer of contract or cancel this contract if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

15.2.7. It is further understood and agreed by PLANNING CONSULTANT that its liability to CITY will not in any way be limited to or affected by the amount of insurance obtained and carried by PLANNING CONSULTANT in connection with this Agreement.

15.2.8. Unless otherwise approved by CITY, if any part of the work under this Agreement is subcontracted, the Basic Insurance Requirements must be provided by, or on behalf of, all subcontractors even if CITY has approved lesser insurance requirements for PLANNING CONSULTANT, and all Subconsultants must agree in writing to be bound by the provisions of this section.

16. **ACCOUNTING RECORDS.** PLANNING CONSULTANT must maintain accurate accounting records, including but not limited to accounting records, and other written documentation pertaining to all costs incurred in performance of this Agreement. Such records and documentation shall be kept at PLANNING CONSULTANT’s office during the term of this Agreement, and for a period of three years from the date of the final payment hereunder. These records must be made available to CITY representatives upon request at any time during regular business hours.

17. **CONFIDENTIALITY.** During the term of this Agreement, PLANNING CONSULTANT may have disclosed to it information of a legal and confidential nature ("Confidential Information"), and such Confidential Information could severely damage CITY if disclosed to outside parties. Except as otherwise required by law, PLANNING CONSULTANT will not disclose to any person, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Confidential Information or use such information other than as necessary in the course of this Agreement. All documents PLANNING CONSULTANT prepares and Confidential Information given to PLANNING CONSULTANT under this Agreement are the exclusive property of CITY. Under no circumstances shall any such information or documents be removed from CITY without CITY’s prior written consent. PLANNING CONSULTANT must not disclose or permit disclosure of any Confidential Information, except to its employees and Subconsultants on a "need to know basis," that is, who need Confidential Information in order to properly execute the Scope of Work, unless authorized or requested in writing by
CITY to disclose.

18. **CONFLICTS OF INTEREST.** PLANNING CONSULTANT stipulates that corporately, or individually, the firm, its employees and subconsultants do not have, and in the future will not have, financial interest in either the success or failure of any project which is dependent upon the result of the work prepared pursuant to this Agreement or which may be constructed as a result of this Agreement.

PLANNING CONSULTANT will not contract for services on any project within the incorporated City of Bakersfield during the term of this agreement without first receiving written consent from the Development Services Director that the requested contract for services is not inconsistent, incompatible, in conflict with, or contrary to the performance of the Scope of Work, which consent will not be unreasonably withheld.

19. **NO CITY INTEREST.** No officer or employee of CITY may hold any interest in this Agreement (California Government Code 1090).

20. **ACCEPTANCE OF WORK.** The acceptance of work or payment for work by CITY will not constitute a waiver of any portion or any provision of this Agreement.

21. **TITLE TO DOCUMENTS.** All digital and hard-copy documents generated by PLANNING CONSULTANT or Subconsultants pursuant to this Agreement, including, but not limited to: plans, drawings, maps, graphics, photographs, computer software (including digital data files, digital program files, and etc.), and any other relevant documents, or copies thereof, will, upon preparation, become the property of CITY for no additional fee or charge.

21.1. **Use by CITY.** The ideas, concepts, know-how, or techniques developed during the course of this Agreement may be used by CITY in any way it may deem appropriate, so long as that use does not violate any term of this Agreement or other law.

21.2. **Survival of Contracted Products Rights.** Upon termination of this Agreement, the provisions of this section will continue to survive.

22. **COMPLIANCE WITH ALL LAWS.** PLANNING CONSULTANT must, at PLANNING CONSULTANT's sole cost, comply with all applicable requirements of Municipal, State, and Federal authorities now in force, or which may hereafter be in force, pertaining to this Agreement, and must faithfully observe, in all activities relating to or growing out of this Agreement, all Municipal ordinances and State and Federal statutes, rules or regulations, and permitting requirements now in force or which may hereafter be in force including, without limitation, obtaining a City of Bakersfield business tax certificate (Bakersfield Municipal Code Chapter 5.02), where required.

23. **MISCELLANEOUS.**
22.1 **No Waiver of Default.** The failure of any party to enforce against another party any provision of this Agreement will not constitute a waiver of that party's right to enforce such a provision at a later time and will not serve to vary the terms of this Agreement.

22.2 **Governing Law.** The laws of the State of California will govern the validity of this Agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Kern County, California.

22.3 **Further Assurances.** Each party must execute and deliver such papers, documents, and instruments, and perform such acts as are necessary or appropriate, to implement the terms of this Agreement and the intent of the parties to this Agreement.

22.4 **Notices.** All notices relative to this Agreement must be given in writing and personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties must be addressed as follows, or at any other address designated by notice:

CITY: City of Bakersfield
Development Services Department
Economic and Community Development Division
1715 Chester Avenue, Bakersfield, CA 93301

PLANNING
CONSULTANT:

22.5 **Assignment.** Neither this Agreement nor any rights, interests, duties, liabilities, obligations or responsibilities arising out of, concerning or related in any way to this Agreement (including, but not limited to, accounts, actions, causes of action, claims, damages, demands, liabilities, losses, obligations, or reckonings of any kind or nature whatsoever, for compensatory or exemplary and punitive damages, or declaratory, equitable or injunctive relief, whether based on contract, equity, tort or other theories of recovery provided for by the common or statutory law) may be assigned or transferred by any party. Any such assignment is prohibited, and will be unenforceable and otherwise null and void without the need for further action by the non-assigning party or parties.

22.6 **Binding Effect.** The rights and obligations of this Agreement will inure to the benefit of, and be binding upon, the parties to the Agreement and their heirs, administrators, executors, personal representatives, successors and assigns.

22.7 **Interpretation.** Whenever the context so requires, the masculine gender
includes the feminine and neuter, and the singular number includes the plural.

22.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be considered as an original and be effective as such.

22.9 **Merger and Modification.** This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Council and signed by all the parties.

22.10 **Tax Numbers.**

   PLANNING CONSULTANT’s Federal Tax Identification No.______________.
   PLANNING CONSULTANT is a corporation? Yes ______ No ______.
   (Please check one)

22.11 **Corporate Authority.** Each individual signing this Agreement on behalf of entities represent and warrant that they are, respectively, duly authorized to sign on behalf of the entities and to bind the entities fully to each and all of the obligations set forth in this Agreement.

22.12 **Execution.** This Agreement is effective upon execution. It is the product of negotiation and all parties are equally responsible for authorship of this Agreement. Section 1654 of the California Civil Code must not apply to the interpretation of this Agreement.

22.13 **Exhibits.** In the event of a conflict between the terms, conditions or specifications set forth in this Agreement and those in exhibits attached hereto, the terms, conditions, or specifications set forth in this Agreement shall prevail. All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached.

22.14 **News Releases/Interviews.** All news releases, media interviews, testimony at hearings, and public comments relating to this Agreement by PLANNING CONSULTANT are prohibited unless authorized by CITY.

22.15 **Resource Allocation.** All obligations of CITY under the terms of this Agreement are subject to the appropriation and allocation of resources by the City Council.

 [signatures on next page]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

CITY

CITY OF BAKERSFIELD

By: __________________________

KAREN GOH
Mayor

APPROVED as to form:
VIRGINIA GENNARO
City Attorney

By: __________________________

JOSHUA RUDNICK
Deputy City Attorney

PLANNING CONSULTANT

By: __________________________

Print Name: __________________________

Title: __________________________

By: __________________________

Print Name: __________________________

Title: __________________________

Insurance/Surety: __________

APPROVED as to content:
DEVELOPMENT SERVICES DEPARTMENT

By: __________________________

PHIL BURNS
Interim Development Services Director

COUNTERSIGNED:

By: __________________________

RANDY MCKEEGAN
Finance Director

ATTACHMENTS:

Exhibit A  Request for Proposal/Grant Agreement
Exhibit B  Planning Consultant Response to RFP