November 17, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED MEMORANDUM OF UNDERSTANDING WITH THE CITY OF SHAFTER FOR THE SEVENTH STANDARD ROAD AND STATE ROUTE 43 ROUNDABOUT BIDDING AND CONSTRUCTION SUPPORT COSTS (S.D.s #1 & 4)
(Fiscal Impact: $70,000; Congestion Mitigation and Air Quality Improvement Program; Budgeted; Discretionary)

The Public Works Department requests your Board's approval to execute a Memorandum of Understanding with the City of Shafter for the Seventh Standard Road and State Route 43 roundabout bidding and construction support costs.

On July 30, 2024, your Board approved Cooperative Agreement No. 437-2024 with the City of Shafter and the City of Bakersfield for the improvements to Seventh Standard Road and State Route 43 Project. Part of that agreement is to construct a roundabout for safe and efficient movement of all modes of transportation at the intersection of Seventh Standard Road and State Route 43.

The purpose of this MOU is to establish administrative procedures, financial responsibilities, and invoicing protocols to allow the City to invoice the County for the eligible bidding and construction engineering support services provided by Parsons Corporation. The City shall manage the underlying contract with Parsons Corporation for bidding and construction engineering services, review and approve all invoices submitted by Parsons Corporation, and submit consolidated, itemized invoices to the County, accompanied by supporting documentation.

The proposed MOU has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve and authorize the Public Works Director to sign the attached MOU with the City of Shafter.

Sincerely,

Joshua Champlin
Director

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MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE COUNTY OF KERN AND THE CITY OF SHAFTER

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered on _____, by and between the **COUNTY OF KERN** ("County") and the **CITY OF SHAFTER** ("City") (collectively, the "Parties").

1. RECITALS

WHEREAS, the Parties are cooperating to deliver a roundabout project at the intersection of State Route 43 (Enos Lane) and 7th Standard Highway in Bakersfield, CA (the "Project"); and

WHEREAS, the City has entered into a Preliminary Engineering Agreement to provide project engineering for the Project; and

WHEREAS, pursuant to the aforementioned Engineering Agreement, the City has contracted with **Parsons Corporation** to provide Bidding and Construction Engineering Support services; and

WHEREAS, this is a multi-agency cooperative effort, with the County bearing the financial responsibility for the construction phase costs, including associated engineering and support services during construction; and

WHEREAS, the Parties wish to define the mechanism by which the City may invoice the County, and the County will reimburse the City, for the Parsons Corporation Bidding and Construction Engineering Support expenses.

2. PURPOSE

The purpose of this MOU is to establish the administrative procedures, financial responsibilities, and invoicing protocols to allow the City to invoice the County for the eligible Bidding and Construction Engineering Support services provided by Parsons Corporation.

3. RESPONSIBILITIES OF THE PARTIES

3.1 The City of Shafter

- Shall manage the underlying contract with Parsons Corporation for Bidding and Construction Engineering Support services.
- Shall review and approve all invoices submitted by Parsons Corporation for services rendered during the Project's bidding and construction phase.

- Shall submit consolidated, itemized invoices to the County, accompanied by supporting documentation (e.g., copies of Parsons Corporation's invoices, timesheets, and proof of payment) in an amount not to exceed $70,000.

3.2 The County of Kern

- Shall review the City's submitted invoices for eligibility and compliance with this MOU.
- Shall reimburse the City for approved and eligible Bidding and Construction Engineering Support costs within 60 days of receipt of a complete and accurate invoice.

4. INVOICING AND PAYMENT PROCEDURES

4.1 Invoice Frequency: The City shall submit invoices to the County on a monthly basis.
4.2 Eligible Costs: Reimbursable costs shall be limited to actual, reasonable, and allowable costs incurred by Parsons Corporation for Bidding and Construction Engineering Support as approved by the City.
4.3 Invoice Submission: Invoices shall be directed to:
COUNTY OF KERN
Name: Salvador Gomez
Title: Assistant Director, Public Works
Email: gomezs@kerncounty.com
Phone: (661) 862-8846

5. TERM AND TERMINATION

This MOU shall become effective upon the date of the last signature affixed below and shall remain in effect until the completion of the Project and final payment is rendered, or until terminated by either Party. Either Party may terminate this MOU without cause by providing 60 days written notice to the other Party. Upon termination, the County shall reimburse the City for all eligible expenses incurred by Parsons Corporation prior to the effective date of termination.

6. INDEMNIFICATION AND INSURANCE

The City and County shall each defend, indemnify, and hold harmless the other party, its officers, officials, employees, and volunteers from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this MOU, except for injuries and damages caused by the sole negligence or willful misconduct of the other party.

7. AUTHORIZED REPRESENTATIVES

The following individuals are designated as the representatives of the Parties for all matters relating to this MOU:

COUNTY OF KERN
Name: Joshua Champlin
Title: Director, Public Works
Email: champlinj@kerncounty.com
Phone: (661) 862-8844

CITY OF SHAFTER
Name: Alex Gonzalez
Title: Public Works Director
Email: agonzalez@shafterca.gov
Phone: 661-746-5004

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written above.

COUNTY OF KERN
By: _____
Name: Joshua Champlin
Title: Director, Public Works
Date:

CITY OF SHAFTER
By: _____
Name: Lance Lippincott
Title: City Manager
Date:

ATTEST:

By: _____
Title: City Clerk

APPROVED AS TO FORM:

By: _____
Title: City Attorney