

**AGENDA
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY
October 15, 2020
6:30 P.M.**

SPECIAL NOTICE

**Public Participation and Accessibility
October 15, 2020 Transportation Planning Policy Committee
and the Kern Council of Governments Board of Directors Meetings**

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

- The meeting scheduled for **October 15, 2020, at 6:30 p.m.** will have limited public access to maintain social distancing. Masks will be required to attend the meeting in person.
- Consistent with the Executive Order, Committee/Board Members may elect to attend the meeting telephonically and participate in the meeting to the same extent as if they were physically present.
- The public may participate in the meeting and address the Committee/Board in person under Public Comments.
- If the public does not wish to attend in person, they may participate in the meeting and address the Committee/Board as follows:

If you wish to comment on a specific agenda item, submit your comment via email to feedback@kerncog.org **no later than 1:00 p.m. October 15, 2020.** Please clearly indicate which agenda item number your comment pertains to. If you wish to make a general public comment not related to a specific agenda item, submit your comment via email to feedback@kerncog.org **no later than 1:00 p.m. October 15, 2020.**

TPPC/Kern COG Board

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

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

Congestion Management Agency Ex-Officio Members: Kiernan, Alcalá, Navarro, Parra

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

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

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

A. **Approval of Minutes – September 17, 2020**

B. **Response to Public Comments**

C. **2020 COMMUNITY TRANSPORTATION NEEDS ASSESSMENT
CLEAN MOBILITY OPTIONS VOUCHER CONSULTING CONTRACT APPROVAL** (Napier)

Comment: At the August 20, 2020 Board meeting, the Kern COG Board reviewed and approved the grant-funding agreement from CALSTART's Clean Mobility Options a Notice of Proposed Award for our 2020 Community Transportation Needs Assessment Voucher in the amount of \$49,924. Providence Strategic Consulting, LLC serves as Kern COG's partner on this project and will be contracted to conduct this needs assessment. Their contract for services has been sent to County Counsel for review.

Action: Approve the contract for the CALSTART Clean Mobility Needs Assessment between Kern COG and Providence Strategic Consulting, LLC in an amount not to exceed \$49,924 and authorize the Chair to sign.

D. **Local Clearinghouse: None**

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

IV. STATUS OF THE CALIFORNIA VANPOOL AUTHORITY (CALVANS) (Napier)

Comment: Discussion concerning current issues related to the California Vanpool Authority (CalVans).

Action:

1. Continue as a Member Agency of the California Vanpool Authority; or
2. Direct staff to prepare written notice to the Executive Director of CalVans withdrawing from the California Vanpool Authority and authorize the Chairman to sign the letter.

V. TRANSPORTATION AUTHORITY: (None)

VI. CONGESTION MANAGEMENT AGENCY: (None)

VII. KERN MOTORIST AID AUTHORITY: (None)

VIII. MEETING REPORTS: (None)

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

- A. Warrant Register
- B. Timeline

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

XI. CLOSED SESSION: EXECUTIVE DIRECTOR EVALUATION

XII. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be November 19, 2020.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for September 17, 2020

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

THURSDAY
September 17, 2020
6:30 P.M.

The meeting was called to order by Acting Chairman Krier at 6:53 p.m.

I. ROLL CALL:

Members Present: Gurrola, Parlier, Lessenevitch, Vallejo, Mower, Alvarado, Krier, P. Smith, Reyna, Couch

Congestion Management Agency Ex-Officio Members: Navarro, Alcalá, Kersey

Members Absent: Crump, McFarland, Scrivner

Others: Heckman, Harvey, Barnes

Staff: Ahron Hakimi, Rob Ball, Becky Napier, Veronica McCulloch, Bob Snoddy, Susanne Campbell, Linda Urata, Raquel Pacheco

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

Acting Chairman Krier asked for public comments. There were no comments.

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

A. Approval of Minutes – August 20, 2020

B. Response to Public Comments

D. Local Clearinghouse: None.

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

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

IV. TRANSPORTATION AUTHORITY (None)

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY: (None)

VII. MEETING REPORTS: (None)

VIII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

- CalVans Carpool Authority Status – financial issues. This item will be brought back next month for discussion.
- Virtual Valley Voice Zoom meetings September 10, 16, 17, with federal legislators and agencies.
- CDAC Meeting – September 29.

IX. MEMBER STATEMENTS: (None)

X. CLOSED SESSION: (None)

XI. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:00 p.m. **NEXT MEETING – October 15, 2020.**

Respectfully submitted,

ATTEST:

Bob Smith, Chairman

Ahron Hakimi, Executive Director

DATE: _____



III. C. COG

October 15, 2020

TO: Kern Council of Governments Board of Directors

FROM: Ahron Hakimi, Executive Director
By: Susanne Campbell, Regional Planner/Rideshare Coordinator

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM III. C.
2020 COMMUNITY TRANSPORTATION NEEDS ASSESSMENT
CLEAN MOBILITY OPTIONS VOUCHER CONSULTING CONTRACT
APPROVAL

DESCRIPTION:

At the August 20, 2020 Board meeting, the Kern COG Board reviewed and approved the grant-funding agreement from CALSTART's Clean Mobility Options a **Notice of Proposed Award** for our 2020 Community Transportation Needs Assessment Voucher in the amount of \$49,924. Providence Strategic Consulting, LLC serves as Kern COG's partner on this project and will be contracted to conduct this needs assessment. Their contract for services has been sent to County Counsel for review.

DISCUSSION:

On August 6, 2020, staff received authorization from Calstart's Clean Mobility Options to proceed with the commencement of a Needs Assessment in Kern County's disadvantaged communities to learn if the local residents would be interested in utilizing bicycles and e-bikes as a mode for local transportation if their community had a bike sharing program. Bicycles, and particularly e-bikes, can be an easy way for these residents who do not have their own vehicles, (or the primary vehicle is used by the family member to get to work), to run errands, attend classes, or go to appointments. The availability of these bikes can also assist in the rural outlying communities with the first and last mile concerns of transit. The Needs Assessment is essential in pursuing future funding for bike sharing programs in our county.

ACTION:

Approve the contract for the CALSTART Clean Mobility Needs Assessment between Kern COG and Providence Strategic Consulting, LLC in an amount not to exceed \$49,924 and authorize the Chair to sign.

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is effective as of October 15, 2020 (the “Effective Date”), by and between **PROVIDENCE STRATEGIC CONSULTING, INC.**, a California corporation (“Providence”), and **KERN COUNCIL OF GOVERNMENTS.**, a California joint powers agency (“Client”), in Bakersfield, California, as described below. Providence and Client are referred to singularly as a “party” and collectively as the “parties” on a generic basis.

Recitals

A. Providence is a public relations, marketing and government affairs consulting firm, headquartered in the City of Bakersfield, California;

B. Client is a Metropolitan Planning Organization (MPO) for the Kern Region as designated by the Federal government, and the Regional Transportation Planning Agency (RTPA) located in Bakersfield, California (“Business”);

C. Client desires to retain Providence to provide the Services (as defined in Section 1.1) as an independent contractor and, in turn, Providence desires to be retained by Client upon the conditions, covenants, provisions and terms as set forth in this Agreement;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby expressly agree, and contract as follows.

Agreement

1. The Services.

1.1 Providence’s Provision of Services to Client. During the term of this Agreement, Client hereby retains Providence, and Providence hereby agrees to be retained by Client to provide community outreach consulting services to Client with respect to the Business, as more particularly described in Exhibit A attached hereto and incorporated herein by reference and collectively defined as the “Services.”

1.2. Performance. Providence shall use commercially reasonable efforts (unless specifically provided otherwise) in the performance of its duties, obligations and responsibilities under this Agreement. Providence represents and warrants to Client that it has no agreement or contract, whether oral or written, express or implied, with any person or entity that will preclude it from fully performing its duties, obligations and responsibilities under this Agreement.

1.3. Non-Exclusivity of the Services. Providence shall provide the Services to Client as are reasonably necessary upon a non-exclusive basis during the term of this Agreement. Notwithstanding the foregoing, the parties agree that Providence shall devote a sufficient portion of time and attention in providing the Services to Client.

1.4. Independent Contractor; No Agency. It is the express intention of the parties that Providence serve as an independent contractor and not an employee, agent, joint venture or partner of Client. Nothing in this Agreement shall be interpreted or construed as creating an employment relationship between Providence and Client or between any employee or agent of Client and Providence. Providence shall not enter into any agreements or contracts, whether oral or written, express or implied, or otherwise

incur any indebtedness on behalf of Client without the prior approval of Client, as exercised in its sole and absolute discretion. Also, Client shall have no right of control over the manner in which Providence performs work under this Agreement, but only as to its outcome.

1.5. Providence's Use of Other Persons. Providence may employ or engage such other persons at such compensation and on such other terms and conditions as it deems necessary to fulfill its duties, obligations and responsibilities under this Agreement. Providence shall inform said person that it is either the employee or independent contractor of Providence only and is to be paid by it alone and that in employing or engaging said person, Providence is acting independently and not as an agent, employee, independent contractor or representative of Client. Providence shall assume and pay all the costs and expenses, including compensation, relating to said person, whether it either employs or engages said person pursuant to this Section 1.5, unless otherwise specifically provided in this Agreement.

2. Compensation.

2.1. Compensation. Providence shall be compensated for the provision of Services according to the payment scheduled attached hereto as Exhibit B and incorporated herein by reference ("Payment Schedule") in a total amount not to exceed Forty-Six Thousand Nine Hundred Twenty-Four Dollars and No Cents (\$46,924.00). Subject to prior approval by Client, Providence may be reimbursed by Client for actual travel expenses incurred related to the provision of Services with the mileage rate being at the standard rate per mile applicable at the time the travel expense is incurred. Providence shall invoice Client for the Services in accordance with the Payment Schedule on a monthly basis. Client agrees to pay to Providence, within thirty (30) days of Providence invoicing Client for the Services provided through the date of such invoice. If Client does not pay the said invoice, in full, when due, Client agrees to pay interest at the rate of ten percent (10%) per annum from the date of default. Notwithstanding any additional rights or remedies provided for in this Agreement, Client's failure to make a timely payment as provided for in this Section 2.1 shall give Providence the right to cease work on behalf of Client until such time that payment is received.

2.2. Reimbursement of Costs and Expenses. Providence shall have no obligation to incur or pay any costs or expenses on behalf of the Client. Notwithstanding, to the extent Providence incurs costs or expenses on behalf of Client in connection with Services, including, but not limited to fonts, hosting, technical support, packaging samples, models, presentation materials and artwork licenses, Client shall pay for and/or reimburse Providence for such expenses immediately upon receiving a written invoice with supporting documentation, information and materials, provided that Client has agreed to such reimbursable costs or expenses in advance in writing. Providence shall have the right to include a service fee of eighteen percent (18%) on all invoices for reimbursable expenses.

3. Term/Termination.

3.1. Term of This Agreement. The term of this Agreement shall commence on the Effective Date and shall continue through and including March 31, 2021, unless otherwise terminated in accordance with Paragraph 3.2 below.

3.2. Termination. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. In the event of any such termination, Providence shall be fairly compensated for all work performed to the date of termination and Client shall be entitled to all work performed to the date of termination.

4. Limitation of Liability.

4.1. Limitation of Liability. Excepting any amounts due pursuant to Section 5, the liability of either party to the other for any type of damages, whether considered general or special damages, shall be limited to the amount of total fees paid to Providence under this Agreement, unless such damages are the result of a party's gross negligence or willful misconduct.

5. Indemnification.

5.1. Indemnification. To the maximum extent permitted under the Laws of the State of California, each party (an "Indemnifying Party") shall indemnify, hold harmless and defend the other party and its parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, managers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, trustees and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future (collectively the "Indemnified Parties"), from any and all actions, claims, costs, damages, expenses, liabilities and losses, including, without limitation, attorneys' fees and disbursements, arising out of or relating in any way to the following: (i) the Indemnifying Party's breach of this Agreement; or, (ii) the negligence, gross negligence, or willful misconduct of the Indemnifying Party.

6. Restrictions on Ownership.

6.1. Preliminary Work. For purposes of this Section 6.1, the term "Preliminary Work" shall mean all artwork including, but not limited to, concepts, sketches or proposed designs, documents or files developed by Providence. Client shall not have any rights to use Preliminary Work for any purpose absent written consent from Providence.

6.2. Final Deliverables. For purposes of this Section 6.2 and 6.3, the term "Final Deliverables" shall mean the final work product resulting from the Services provided by Providence and approved by Client. Upon completion of the Services and payment, in full, of all fees and costs associated with providing the Services, Providence assigns to Client all rights, title and interest, including, without limitation, all copyright and other intellectual property rights, in and to the Final Deliverables.

6.3. Use by Providence. Subject to Section 6.2, Providence shall be permitted to include the Final Deliverables in its portfolio, including, but not limited to, any website that displays its work, marketing materials, social media platforms or any other media, and may utilize the Final Deliverables for purposes of entering design competitions and/or submit the Final Deliverables to magazines, blogs or other publications for marketing recognition.

7. Dispute Resolution. In the event of a dispute between the parties that cannot be resolved by good faith negotiations, the parties agree to submit the dispute to mediation by a mediator mutually selected by the parties. If the parties are unable to agree upon a mediator, the American Arbitration Association shall appoint the mediator. In any event, the mediation shall take place within thirty (30) days of the date that a party gives the other party written notice of its desire to mediate the dispute. If not resolved by mediation, then the parties may pursue any other legal remedies available to them, including without limitation actions in the Superior Court of California as set forth in Section 8.11

8. Miscellaneous Provisions.

8.1. Remedies Not Exclusive. Any party's use of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such party of, or limit the application of, any other remedy provided by law, at equity or otherwise.

8.2. Attorneys' Fees and Disbursements. In the event of any action at law or in equity between the parties to enforce or interpret this Agreement, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees and disbursements, incurred therein by such successful party and, if such successful party shall recover judgment in any such action or proceedings, such costs, expenses and attorneys' fees and disbursements may be included in and as a part of such judgment. The successful party shall be the party who is entitled to recover costs of suit, whether or not the suit proceeds to final judgment. If no costs of suit are awarded, then the successful party shall be determined by the court. For the purpose of this Section 8.2, the term "attorneys' fees and disbursements" shall include, but not be limited to, fees and disbursements incurred in connection with the following: (i) contempt proceedings; (ii) discovery; (iii) any motion, proceeding or other activity of any kind or nature in connection with a bankruptcy proceeding or case arising out, concerning or related in any way to any petition under Title 11 of the United States Code, as the same shall be in effect from time to time, or any similar law; (iv) garnishment, levy, and debtor and third party examinations; and, (v) post judgment motions, proceedings or activity of any kind or nature, including, without limitation, any activity taken to collect or enforce any judgment.

8.3. Waiver. No waiver of any default or failure or delay to exercise any right or remedy by a party shall operate as a waiver of any other default or of the same default in the future or as a waiver of any right or remedy with respect to the same or any other occurrence.

8.4. Warranties of the Parties. Each party understands, acknowledges, agrees, represents and warrants to the other party that it has received independent legal advice from its attorneys with respect to the advisability of entering into this Agreement or has intentionally elected not to seek the advice of counsel and has carefully reviewed and considered the terms and conditions of this Agreement, that it is empowered to execute this Agreement, and that its execution of this Agreement is free and voluntary.

8.5. Further Assurances. Each party shall execute and deliver any and all additional papers, documents or other assurances and shall perform any further acts which may be reasonably necessary to carry out the intent of the parties and this Agreement.

8.6. Notices. All notices, requests, authorizations, approvals, consents and other such communications shall be in writing and shall be delivered in person, by private express overnight delivery service (delivery charges pre-paid) or by certified or registered mail, return receipt requested, addressed as provided below. Notices shall be deemed to be given or received on the date of actual receipt (or of attempted delivery) at the applicable address, or at such other address as a party may direct from time-to-time upon written notice to the other party at least ten (10) days prior to the proposed change of address.

Providence : PROVIDENCE STRATEGIC CONSULTING, INC.
Attn: Tracy Leach
2600 F Street
Bakersfield, California 93301
Telephone No. (661)327-1698
Email: tracy@provconsult.com

Kern COG: KERN COUNCIL OF GOVERNMENTS
1401 19th Street, Suite 300
Bakersfield, CA 93301
Telephone No. 661-635-2906
Email: scampbell@kerncog.org

8.7. Binding Effect. Subject to Section 8.8, this Agreement shall inure to and for the benefit of and be binding upon each party's respective parent, subsidiary or affiliated organizations, administrators, agents, attorneys, beneficiaries, conservators, custodians, directors, employees, executors, guardians, heirs, independent contractors, joint venturers, members, officers, partners, predecessors, representatives, servants, stockholders, successors, and all others acting for, under, or in concert with it, including associations, corporations, limited liability companies, and general or limited partnerships, past, present, and future.

8.8. Assignment. Notwithstanding Section 8.7, neither party shall have any right to assign this Agreement without the written consent of the other party.

8.9. No Third Party Beneficiary; No Partnership or Joint Venture Created. This Agreement is made for the sole benefit of the parties and their respective successors and assigns, and no other person or persons shall have any right of action hereon. Nothing in this Agreement shall be construed, deemed or interpreted by the parties or by any third person to create the relationship of principal and agent or of partnership, joint venture or any other association other than that of client and independent contractor between the parties.

8.10. Entire Agreement/Amendments. This Agreement constitutes the entire integrated Agreement between Providence and Client. All prior negotiations, representations and agreements, written or oral, between the parties with regard to the subject matter of this Agreement are superseded and canceled hereby and shall not be used to interpret or construe this Agreement. No amendment or modification of this Agreement shall be effective or enforceable, unless in writing signed by the parties.

8.11. Governing Law; Venue. The laws of the State of California shall govern the validity, performance and enforcement of this Agreement. This Agreement is entered into in Kern County, California, and accordingly the appropriate venue for a dispute under this Agreement is in the Kern County Superior Court of California, Metropolitan Division, with venue in the County of Kern.

8.12. Construction; Computation of Time. Headings are used herein for convenience only and shall have no force or effect in the construction or interpretation of this Agreement. As used in this Agreement, the singular includes the plural and masculine includes the feminine and neuter. This Agreement shall not be construed against the party drafting it but shall be construed fairly and equitably as though it was the joint product of the parties.

8.13. Partial Invalidity. If any clause, paragraph, phrase or sentence of this Agreement shall become illegal, null or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining clauses, paragraphs, phrases and sentences of this Agreement shall not be affected thereby and the parties shall negotiate an equitable adjustment of the affected provision with a view toward effecting the purpose of this Agreement.

8.14. Time of the Essence. Time is of the essence under this Agreement.

8.15. Separate Counterparts. This Agreement may be executed in counterparts, all of which shall

constitute one document and that by the signature(s) hereto, the undersigned further agree that facsimile or e-mailed portable document format file signatures shall be effective for all purposes.

8.16. Effectiveness. This Agreement shall become effective as of the Effective Date upon its execution and delivery by all of the parties.

DATED: October____, 2020

PROVIDENCE STRATEGIC CONSULTING, INC, a California corporation

TRACY LEACH, President

“Providence ”

DATED: October____, 2020

KERN COUNCIL OF GOVERNMENTS, a California joint powers authority

By: _____

Its: _____

“Kern COG”

EXHIBIT "A"

Planned Approach:

Hire a consultant to perform the program required needs assessment in accordance with the program Implementation Manual (IM).

Key Activities/Tasks:

1.0) Project Oversight - Kern COG

1.2) Sign contract with scope, schedule and budget with chosen consulting firm.

1.3) Project Administration - kick-off and status meetings, billing, etc.

2.0) Needs Assessment Implementation - Consultant/Partner

2.1) Consultant Administration - Arrange and facilitate 3 kick-off/status meetings with steering committee team, prepare deliverables, review and respond to comments on deliverables, prepare billing and reports, other activities as needed.

2.2) Review the Program Implementation Manual (IM) and revise scope to comply with all requirements of the IM. Present revised scope at the steering committee kick-off meeting.

3.0) Perform Needs Assessment adapted from sample needs assessment provided by the Clean Mobility Options program including questions on ebikes and EV charging facilities:

- a) Needs Assessment will include a thorough digital campaign, survey creation and distribution and staffing appropriate events in strategic locations in Kern County.
- b) **Within first two weeks of project approval:** Determine key messages and build website. Develop content for site with accessible information for anyone interested. Once created, the survey will also be housed here for convenience.
- c) **Weeks 2-4:** Create a dedicated Facebook page, from which we will run targeted digital ads allowing us to reach our exact audience. Through strategic digital advertising, we can strictly narrow in on the low income, disadvantaged populations in outlying areas of Kern County, further focusing on the incorporated cities specifically. Digital advertisements will be in both English and Spanish.
 - o Create hashtag to be used on all social media content
- d) **Weeks 2-4:** Create public input survey. The needs assessment survey will pose pointed questions to gauge how respondents feel about clean mobility options such as electronic bikes and if they, themselves, would utilize such options. We will want to get background information regarding jobs, residential location, current transportation methods, financial responsibilities, among other things. The survey will be created using MetroQuest or similar software and can be easily shared online and can track responses for thorough data analysis. The survey will be available in hardcopy forms as well to accommodate those that do not have access to technology. The survey will be made available in both English and Spanish.

- e) **Weeks 4-8 (and again during weeks 8-12):** Generate incentive throughout the assessment period to encourage people to provide their information and participate in the survey (i.e., gift cards)
- f) **Week 4:** Begin Community Engagement Plan
 - o Phone and email outreach to solicit participation by community-based organizations, local governments, eligible apartment complexes, the Tejon and Tubatulabal Tribes.
 - o **September 23 – October 4, 2020:** hold an informational booth at the Kern County Fairgrounds where we can engage with the attendees. In 2019, there were a total of 394,350 attendees.
 - o **September 2020:** Hold public booths in 2-3 SB 535 community locations for the second round of community engagement events. A booth at a farmer’s market or similar event in the communities will allow us to reach out to that community in a low-tech environment to gauge interest in clean mobility.
 - o All events are excellent opportunities to engage with disadvantaged members of Kern County. Given the various guidelines due to COVID-19, we will rely heavily on social media and digital communications to get our message out and notify residents prior to events.

4.0) Draft and Final Report. **October 2020** - produce data from needs assessment survey and show via presentation, where the need for clean mobility is greatest and how to successfully execute a unique clean mobility program based on those specific locations. Share data in presentation form and/or video with the community on website and social media and meet with local decision-makers.

5.0) Draft Implementation Agreements and Draft Application for Project Mobility Voucher, ATP grant and/or other funding sources to implement Program

EXHIBIT "B"

Payment Schedule

| PAYMENT MILESTONE SCHEDULE FOR THE COMMUNITY TRANSPORTATION NEEDS ASSESSMENT VOUCHER | | | | | | | | | | | |
|--|--|---|---|---|--|--|---|------------|-------------------------------|----------------------|--|
| DATE | 10/2/2020 | | | | | | | PROJECT | 2020 Needs Assessment Voucher | | |
| AWARDEE ORGANIZATION / TRIBE | Kem Council of Governments | | | | | | APPLICATION ID / VOUCHER # | NA20W1A-12 | | | |
| PAYMENT MILESTONE SCHEDULE OVER THE 9-MONTH NEEDS ASSESSMENT VOUCHER FUNDING TERM | | | | | | | | | | | |
| MONTH | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | Voucher Budget Total | |
| PAYMENT REQUEST DATE | 12/1/2020 | 1/1/2021 | 2/1/2021 | 3/1/2021 | 4/1/2021 | 5/1/2021 | 6/1/2021 | | | | |
| DOLLAR AMOUNT | \$13,640.00 | \$5,874.00 | \$4,826.00 | \$4,494.00 | \$5,802.00 | \$6,142.00 | \$6,142.00 | | | \$46,920.00 | |
| PROJECT MILESTONE | Planning complete, survey created, website and social media completed, translation service | Ongoing social media and website maintenance, digital advertising, outreach, and reporting, first contact with survey calls | Ongoing social media and website maintenance, digital advertising, outreach, survey calls and reporting | Ongoing social media and website maintenance, digital advertising, status meeting, outreach and reporting | Ongoing social media and website maintenance, digital advertising, outreach, community event and reporting | Ongoing social media and website maintenance, digital advertising, outreach, survey calls, community event and reporting | Ongoing social media and website maintenance, digital advertising, outreach, reporting, data analysis | | | | |



IV. COG

October 15, 2020

TO: Kern Council of Governments Board of Directors

FROM: Ahron Hakimi, Executive Director
By: Becky Napier, Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: IV.
STATUS OF THE CALIFORNIA VANPOOL AUTHORITY (CALVANS)

DESCRIPTION:

Discussion concerning current issues related to the California Vanpool Authority (CalVans).

DISCUSSION:

The California Department of Transportation determined that the Kings County Area Public Transit Agency's vanpool programs should be replicated regionally as a means of addressing the non-traditional transportation needs of California resident. Additionally, the Federal Transit Administration and State matching funds provided for the establishment of the "Agricultural Industries Transportation Services" and RideShare" demonstration programs to help workers have an efficient and safe means of commuting to work within the southern San Joaquin Valley.

On October 21, 2011, certain public entities entered into an agreement to form a Joint Powers Authority known as the "California Vanpool Authority" or "CalVans". In Section 4 of Article IV of the Agreement provision was made for other public entities to join CalVans. Kern COG made a written request for inclusion as a member agency of CalVans and on July 19, 2012, the Board of Directors of CalVans voted unanimously to accept Kern COG as a member of CalVans. Since July 19, 2012, Kern COG has had a Kern COG Board Member on the Board of CalVans.

In March 2020, CalVans released its Fiscal Year 2018/19 Financial Audit. After review of the Financial Report, it was noted that CalVans had a significant loss and did not have enough funds to pay its expenditures. During a Technical Advisory Committee meeting, it was discovered that CalVans had received grant-funded vehicles in which they made a "Lease Back" arrangement for \$1 million. According to CalVans staff, this was necessary because funds were needed to pay the expenditures, and this type of arrangement had been done in the past to generate additional funds to operate the program. In both cases, the Board had not approved these transactions, nor did they have any idea there was this severe of a problem. CalVans staff has incurred over \$1.6 million in debt that had not been approved by its Board.

At the April CalVans Board meeting, the Executive Director of the Kings County Area Public Transit Agency spoke concerning the issues outlined above and was told by the Board that this was the first time the Board had been informed there was a deficit, and that the prior and current Executive Director of CalVans had mortgaged assets without Board approval.

Current Issues:

- CalVans management made several bad financial decisions including issuing over \$1.6 million in debt not approved by its Board. The long-term obligation of the debt is unknown, because staff has not produced loan documents and the loans were not included in the Annual Financial Reports.
- The Joint Powers Agreement states that the Board shall not obligate the Transit Authority to expenditures of funds not appropriated by the legislative bodies of the Member Agencies or received directly from the State or federal government.
- Approximately 21% (\$2,838,154) of the annual budget is associated with loan payments which are charged to the users of the system, resulting in rising rates that are more than twice the standard rates charged by the private sector.
- According to CalVan's staff the organization lost approximately \$1 million during Fiscal Year 19/20.

The Joint Powers Agreement states as follows:

Withdrawal.

A Member Agency may withdraw from the Transit Authority by filing its written notice of withdrawal with the Executive Director 180 days before the actual withdrawal. Such a withdrawal shall be effective on the last day of that 180-day period. The withdrawal of a Member Agency shall not in any way discharge, impair or modify the voluntarily-assumed obligations of the withdrawn Member Agency in existence as of the effective date of its withdrawal. Withdrawal of a Member Agency shall not affect the remaining Member Agencies. A withdrawn Member Agency shall not be entitled to the return of any funds or other assets belonging to the Transit Authority, until the effective date of termination of the Transit Authority or upon a vote of all remaining Member Agencies.

It should be noted that if Kern COG elects to withdraw from CalVans, the services to the riders in Kern County will continue uninterrupted as a result of our withdrawal.

ACTION:

1. Continue as a Member Agency of the California Vanpool Authority; or
2. Direct staff to prepare written notice to the Executive Director of CalVans withdrawing from the California Vanpool Authority and authorize the Chairman to sign the letter.