

**AGENDA
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY
May 19, 2022
6:30 P.M.**

SPECIAL NOTICE

**Public Participation and Accessibility
May 19, 2022, Transportation Planning Policy Committee
and the Kern Council of Governments Board of Directors Meetings**

On September 16, 2021, Governor Gavin Newsom signed into law Assembly Bill (AB) 361 which authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency or when state or local health officials have imposed or recommended measures to promote social distancing. 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 signing of AB 361, the following adjustments have been made:

- The meeting scheduled for **May 19, 2022, 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 AB 361, 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:
 - **You may offer comment in real time via your phone or from your computer, tablet or smartphone (see below).**
 - If you wish to submit a comment in advance of the scheduled meeting you may submit your comment via email to feedback@kerncog.org by 1:00 p.m. May 19, 2022 (**this is not a requirement**).

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:** Trujillo, P. Smith, Crump, Lessenevitch, Krier, B. Smith, Vasquez, Tafoya, Blades, Prout, 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 – April 21, 2022**

B. **Response to Public Comments**

C. **2022 Community Survey Final Report** (Campbell)

Comment: Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2022 Community Survey.

Action: Accept the 2022 Community Survey Final Report. ROLL CALL VOTE.

D. **PublicInput Annual License Agreement** (Campbell)

Comment: PublicInput Complete Engagement Hub, Resident Data Base provides software to manage the complete public involvement and communications process for government agencies.

Action: Approve Program purchase of the PublicInput Complete Engagement Hub, Resident Data Base in the amount of \$21,115 and authorize the Executive Director to sign the License Agreement. ROLL CALL VOTE

E. Contract Extension – Environmental Document Preparation 2022 Regional Transportation Plan/Sustainable Communities Strategy (Napier)

Comment: The Kern COG Board approved an agreement with Impact Sciences in January 2021 for the preparation of the Environmental Document for the 2022 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). It was anticipated that the RTP/SCS would be adopted before July 1, 2022; therefore, the agreement was from January 2021 through June 30, 2022. The amendment has been sent to County Counsel for review.

Action: Approve and authorize the Chairman to sign Amendment No. 1 between Kern COG and Impact Sciences. ROLL CALL VOTE

F. Agreement for Safety-Related Hazard and Obstruction Removal on State Highways (Napier)

Comment: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$225,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement.

G. Employment Contract Renewal: Executive Director, Kern Council of Governments (Napier)

Comment: Consideration of a revised employment contract. Title: Executive Director, Kern Council of Governments. The Executive Committee and County Counsel have approved this item.

Action: Approve the Employment Contract Title: Executive Director, Kern Council of Governments, and authorize the Chairman to sign. ROLL CALL VOTE.

H. FY 2021-2022 OVERALL WORK PROGRAM AND FINANCIAL PLAN AMENDMENT NO. 3: RESOLUTION 22-23 (Montalvo)

Comment: Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (budget). Amendment No. 3 represents a net budgetary increase of \$288,904.

Action: Approve Amendment No. 3 to the FY 2021-2022 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 22-23. ROLL CALL VOTE.

I. Local Clearinghouse:

Applicant: City of Bakersfield
Address: 1501 Truxtun Avenue
Bakersfield, CA 93301-5201
Contact: Mr. Ravi Pudipeddi

Federal Agency: 69A345 Office of the Under Secretary for Policy
Funding opportunity No.: DTOS59-22-RA-RAISE
Title: FY 2022 National Infrastructure Investments
Description: Rosedale Highway Widening Project, Segment 1

Federal Funds Applied For: \$5,000,000.00
Total Funds: \$8,520,222.00

Applicant: City of Bakersfield

Address: 1501 Truxtun Avenue
Bakersfield, CA 93301-5201
Contact: Mr. Ravi Pudipeddi

Federal Agency: 69A345 Office of the Under Secretary for Policy
Funding Opportunity No.: DTOS59-22-RA-RAISE
Title: FY 2022 National Infrastructure Investments
Description: Friant-Kern Canal Multiuse Path Project

Federal Funds Applied For: \$6,932,800.00
Total Funds: \$10,631,860.18

Applicant: CSUB Auxilliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Department of Education
Catalog No.: 84.217
Title: TRIO McNair Post-Baccalaureate Achievement
Description: CSUB Ronald McNair Post-Baccalaureate Achievement Program

Federal Funds Applied For: \$261,888.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Department of Education
Catalog No.: 84.336
Title: Teacher Quality Partnership Grant
Description: CSUB Teacher Quality Partnership 2022-2027

Federal Funds Applied For: \$\$3,906,108.00
Total Funds: \$7,837,220.00

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

V. ELECTION OF OFFICERS (Napier)

Comment: Each year, the Kern Council of Governments (COG Board of Directors selects a Chairman and a Vice Chairman for the Kern COG Board.

Action: Select a Chairman and a Vice -Chairman for the Kern COG Board of Directors.

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: None.

XII. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be May 19, 2022.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for April 21, 2022

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

THURSDAY
April 21, 2022
6:30 P.M.

The meeting was called to order by Chairman Smith at 6:59 p.m.

I. ROLL CALL:

Members Present: Blades, Crump, Krier, Lessenevitch, P. Smith, B. Smith, Reyna, Couch, Tafoya, Scrivner, Vasquez

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

Members Absent: Trujillo, Prout

Others:

Staff: Hakimi, Napier, Snoddy, Ball, Palomo, VanWyk, Pacheco, Stramaglia, Banuelos, Invina, Palomo

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

Chairman Smith asked for public comments. There were none.

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

A. Approval of Minutes – March 17, 2022

B. Response to Public Comments

**C. FY 2021-2022 Overall Work Program and Financial Plan Amendment No. 2
(Palomo)**

Action: Approve Amendment No. 2 to the FY 2021-2022 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 22-20. **ROLL CALL VOTE**

E. Local Clearinghouse:

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway

Bakersfield, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Administration for Children and Families OPRE

Catalog No.: 93.600

Title: Head Start

Description: Early Care and Education Research Scholars: Head Start Dissertation Grants

Federal Funds Applied For: \$25,000.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway
Mojave, CA 93311-1022
Contact: Manuel Barrera

Federal Agency: Office on Violence Against Women
Catalog No.: 16.525
Title: Grants to Reduce Domestic Violence, Dating Violence, Sexual Assault, and Stalking on Campus
Description: CSUB OVW Campus 2022

Federal Funds Applied For: \$300,000.00

Applicant: County of Kern

Address: 1115 Truxtun Avenue
Bakersfield, CA 93301-4630
Contact: Amanda Ruiz

Federal Agency: Bureau of Justice Assistance
Catalog No.: 16.606
Title: State Criminal Alien Assistance Program

Federal Funds Applied For: \$500,000

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

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

IV. FINAL KERN COG FY 2022-2023 FINANCIAL PLAN (Palomo)

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Action: Adopt the Final Kern COG FY 2022-2023 Financial Plan. ROLL CALL VOTE

V. FINAL KMAA FY 2022-2023 FINANCIAL PLAN (Palomo)

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Action: Adopt the Final KMAA FY 2022-2023 Financial Plan. ROLL CALL VOTE

VI. FY 2022-2023 OVERALL WORK PROGRAM (Montalvo)

Action: Adopt Kern COG's Final 2022-2023 Overall Work Program and authorize Chair to sign Resolution No. 22-01. ROLL CALL VOTE

VII. CONGESTION MANAGEMENT AGENCY: (None)

VIII. KERN MOTORIST AID AUTHORITY: (None)

IX. MEETING REPORTS: (None)

X. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

1. Kern COG submitted a RAISE grant application for \$16 million to construct a new freeway to freeway connector at SR 58 & 99
2. April 29, 2022 (10:00 a.m. to 2:00 p.m.) CDAC Board Meeting
3. San Joaquin Valley Policy Conference – May 11-13, 2022 in Clovis

XI. MEMBER STATEMENTS:

XII. CLOSED SESSION:

None.

XIII. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:08 p.m. **NEXT MEETING – May 19, 2022**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. C. COG

May 19, 2022

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Susanne Campbell
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. C.
2022 COMMUNITY SURVEY FINAL REPORT

DESCRIPTION:

Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2022 Community Survey.

DISCUSSION:

The 2022 Survey is the thirteenth telephone survey conducted for Kern COG in as many years. The Survey was designed to track the results of all of the previous telephone surveys.

Overall, 1,343 adult residents in Kern County completed the community survey, representing a total universe of 52,854 adult residents 18 or older. Interviews were conducted in either Spanish or English depending on the preference of the resident surveyed. Interviews were conducted from February 13 through February 28, 2022. Data collection was as follows: 107 landline, 278 cell phones, 95333 online from text invitations. In order to allow segmentation of results by region, the areas of the county were sampled as follows: 78 in West Kern, 1044 in the Central Valley, 95 in the Mountain regions, and 127 in East Kern.

To access the Final Report, please access the following link:

<https://www.kerncog.org/quality-of-life-survey/>

Bryan Godbe will make a presentation of the findings of the survey at the April Board Meeting.

ACTION

Accept the 2022 Community Survey Final Report.

ROLL CALL VOTE



**Kern Council
of Governments**

**III. D.
COG**

May 19, 2022

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

By: Susanne Campbell
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. D.
PUBLICINPUT ANNUAL LICENSE AGREEMENT

DESCRIPTION:

PublicInput Complete Engagement Hub, Resident Data Base provides software to manage the complete public involvement and communications process for government agencies.

DISCUSSION:

On May 20, 2021, Kern COG's Board of Directors approved a sole source purchase of the PublicInput Complete Engagement Hub, Resident Data Base license to assist with our outreach efforts. The platform allows agencies to develop public involvement activities, promote opportunities to participate, host virtual public meetings, and aggregate and analyze data from across all channels in a single dashboard. PublicInput not only supports engagement and communication at scale but also connects the dots between projects and over time through an integrated Resident Database.

A vigorous public information process not only serves Kern Cog by meeting federal requirements but also allows for a fruitful exchange of ideas while developing programs or projects that may be controversial such as the Regional Transportation Plan/Sustainable Communities Strategy. The addition of the PublicInput community engagement software will enhance Kern COG's ability to engage members of the public and constituencies that may not participate in an open meeting format.

The PublicInput software is offered at a cost of \$21,115 for the period of Jul 1, 2022, through June 30, 2023. Funds are budgeted in the 2022/2023 Fiscal Year Overall Work Program.

ACTION:

Approve Program purchase of the PublicInput Complete Engagement Hub, Resident Data Base in the amount of \$21,115 and authorize the Executive Director to sign the License Agreement.

ROLL CALL VOTE

ATTACHMENTS:

License Agreement



Agency: Kern Council of Governments
Primary POC: Susanne Campbell
Phone: 661-635-2906
Email: scampbell@kerncog.org

License Type: Annual

SERVICES ORDER FORM

This agreement is entered into between Cityzen Solutions Inc. DBA PublicInput.com with a place of business at 2409-107 Crabtree Boulevard Suites 303-306, Raleigh, North Carolina ("Company"), and the Public Organization listed above ("Agency"), also referred to in this document below as "Customer."

Services Term: 7/1/2022 - 6/30-2023
Renewal options: See Terms and Conditions
Services Fees: \$21,115

Agency Name: Kern COG

By: _____

Date: _____

Name: _____

Title: _____

Included with Agency License

Agency will receive access to the platform at the following plan levels (see PublicInput.com/Plans). Overview of included functions and services:



Public | Engagement Hub

Subscription Level: Complete **Price:** \$21,115

- Engagement Suite**
Survey & mapping engagement tools, social media sync, reports & analysis, translation tools, and data import.
- Public Meetings**
Virtual Meeting/Events, registration, live polling, speaker queue, and meeting storage tools.
- Public Comment**
Project-specific email endpoints, automated text message engagement, and comment response tools.



Public | CRM

Subscription Level: Complete **Price:** \$Included

- Citizen Relationship Management (CRM) Database**
Centralized management and segmentation of contacts.
- Extended Access Controls**
Ability to provide selective access to project and CRM data to consultants, partner organizations, and peer agencies (See Terms and Conditions).
- Equity Mapping**
Mapping layer overlays from the Environmental Protection Agency's (EPA) EJSCREEN tool directly in your participant maps to highlight Environmental Justice (EJ) communities and communities that have been historically disenfranchised.



Public | Contact

Subscription Level: Not Included

Price: N/A



Enterprise Email, Text Messaging, and Social Media Subscriber Suite

Centralized marketing campaigns, subscriber alerts, list management, custom email templates, drag/drop email editor, subscription management for a database of up to **N/A** contacts.



Monthly Engagement Consulting

Virtual Office Hours for engagement questions, survey design, and data analysis. \$150/hr

Included: 2 hours per month

Agency License Scope



Organizational

Admin access will be provided for the following Agency departments:

ALL

No cap is set on the number of administrator seats. Admins will ensure users complete a New User Orientation or attend a 1:1 Continuing Education Hour prior to being given access beyond 'Read-Only'.

Included Communication Credits	Included Quantity
Outbound Email Credits	Unlimited
Text Message Credits (Sent/Received Messages)	24,000 credits / 1 year

Optional Add-ons	Block Rate
Additional Email Credits	\$100 per 100,000 additional
Text Message Credits (Sent/Received Messages)	\$250 per 10,000 additional
Targeted Social Media	\$200 per 10,000 paid impressions
1:1 Supplemental Training Hours	1hr / \$150

All add-on credits can be purchased on an as-needed basis via P-Card or digital invoice.

Guaranteed Public Records Request Compliance

When department-level administrators commit to the following actions during their engagement efforts, PublicInput.com guarantees compliance with records retention requirements for projects managed on the platform.

- All admins attend a PublicInput training prior to receiving access beyond 'Read-Only'
- All project contacts are imported into the organization's Resident Database (Public | CRM)
- Project social media activity is synchronized to respective project in the dashboard
- Email/text responses to public comment are sent via the PublicInput Platform
- Public meetings are hosted within or listed on the Meetings & Offline dashboard
- Project email endpoints are used to manage inbound resident comments and questions
- All offline feedback received is documented within the Manual Data Entry portal

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

- 1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services.
- 1.2 Subject to the terms here of, Company will provide Customer with reasonable technical support services.

2. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 2.1 Customer shall own all right, title and interest in and to the Customer Data, which shall be treated as confidential by Company and shall remain Customer's sole property. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation or support, and (c) all intellectual property rights related to any of the foregoing.
- 2.2 Notwithstanding anything to the contrary, Company shall have the right collect and analyze user interaction and response data collected on external publisher websites, data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.
- 2.3 In the event that Company is required or ordered to disclose Customer Data to a third party pursuant to judicial order or other compulsion of law, if legally permitted, Company shall take all commercially reasonable steps to provide the Customer with prompt notice of any relevant order or basis for disclosure so as to allow Customer to take whatever steps it can to object to such compulsory disclosure if Customer so chooses.

3. PAYMENT OF FEES

- 3.1 Company will bill **once** annually, with the invoice issued greater than 30 days prior to conclusion of existing service period. Full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing

date of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4. TERM AND TERMINATION

4.1 Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall have the option for renewal for additional periods of the same duration and the same functionality capabilities as defined in the proposal for the Initial Service Term (collectively, the "Term") at the same rate plus 3.0%, so long as additional periods are agreed to at least ninety (90) days prior to the end of the then-current term. If additional periods are not agreed upon at least ninety (90) days prior to the end of the then-current term, Company has the right to adjust fees to represent current market rates.

4.2 In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data.

5. WARRANTY AND DISCLAIMER

5.1 Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, company does not warrant that the services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the services.

6. INDEMNITY

6.1 Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

7. ACCESS

7.1 Customer shall not, and shall not permit any other Person to, access or use the Service except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits: (a) host content, surveys, communications, or data on behalf of another organization or public agency that is not explicitly licensed to use the Services; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any of the Services without written permission of the Company; (c) share or permit any authorized administrative user to share any Access Credentials with any person other than an authorized administrative user. For additional clarity on 7.1(a), frequently asked questions about agency licenses are provided at <https://blog.publicinput.com/agency-license-sharing>.

7.2 In the event that Customer enters into a contractual relationship with a third party vendor, and the vendor requires access to the Services to perform activities on the Customer's behalf, Customer shall obtain written approval from the Company prior to extending administrative access to the third party vendor. Written approval may be obtained via email or automated message delivered within the Software interface. Vendors that receive access to the Services are subject to all terms and conditions entered into by the Customer.

7.3 Company may require third party vendors to obtain training or certifications prior to receiving access to the platform. Company reserves the right to revoke administrative access of any administrative user or third party vendor it deems to be in violation of the terms and conditions.

8. MISCELLANEOUS

8.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. No agency, partnership, joint venture, or employment is created as a result of this. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.



**Kern Council
of Governments**

**III. E.
COG**

May 19, 2022

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. E.
Contract Extension - Environmental Document Preparation 2022 Regional
Transportation Plan/Sustainable Communities Strategy

DESCRIPTION:

The Kern COG Board approved an agreement with Impact Sciences in January 2021 for the preparation of the Environmental Document for the 2022 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). It was anticipated that the RTP/SCS would be adopted before July 1, 2022; therefore, the agreement was from January 2021 through June 30, 2022. The amendment has been sent to County Counsel for review.

DISCUSSION:

The 55-day public review period for the 2022 Regional Transportation Plan; 2023 Federal Transportation Improvement Program, and corresponding Air Quality Conformity Analysis began April 22, 2022 and ends at 5 P.M. June 16, 2022. The 45-day public review period for the Environmental Impact Report began May 2, 2022 and ends at 5 P.M. June 16, 2022.

Between June 16, 2022 and July 21, 2022, Impact Sciences and Kern COG Staff will be responding to comments on the Draft Environmental Impact Report. The anticipated adoption date for all documents is July 21, 2022.

Staff is requesting that the Contract with Impact Sciences be extended beyond June 30, 2021 to accommodate the response to comments period and finalization of the documents.

ACTION: Approve and authorize the Chairman to sign Amendment No. 1 between Kern COG and Impact Sciences. ROLL CALL VOTE

AMENDMENT NO. 1
TO CONTRACT BETWEEN
KERN COUNCIL OF GOVERNMENTS
AND
IMPACT SCIENCES

THIS AMENDMENT TO AGREEMENT, effective MAY 19, 2022, is made and entered into between Kern Council of Governments (“Kern COG”), with its location at 1401 19th Street, Suite 300, Bakersfield, California, and Impact Sciences (“Consultant”).

WITNESSETH

WHEREAS, KERN COG and CONSULTANT entered into an agreement (“Agreement”) dated January 21, 2021, for the preparation of the Environmental Document for the 2022 Regional Transportation Plan/Sustainable Communities Strategy; and

WHEREAS, the parties to the Agreement desire to amend the Agreement to extend the completion date from June 30, 2022 to December 30, 2022.

NOW, THEREFORE, KERN COG and CONSULTANT, do mutually agree as follows:

Section III, Term, is amended as follows:

1. The term of this contract is January 21, 2021, through December 30, 2022, unless an extension is granted in writing by Kern COG’s Executive Director.
2. Except as expressly amended herein, all provisions of the agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment Number 1 to the Agreement has been executed as of the date herein above appearing.

APPROVED AS TO CONTENT:
Kern Council of Governments

Kern Council of Governments

Ahron Hakimi
Executive Director
"Kern COG"

Bob Smith
Chair
"Kern COG"

APPROVED AS TO FORM

Brian VanWyk
Kern County Counsel

CONSULTANT

Jessica Kirchner Flores
Managing Principal
"CONSULTANT"



**Kern Council
of Governments**

**III. F.
COG**

May 19, 2022

TO: Kern Motorist Aid Authority

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. F.
Agreement for Safety-Related Hazard and Obstruction Removal on State
Highways

DESCRIPTION

Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$225,000. This item has been reviewed by County Counsel.

DISCUSSION

The City of Bakersfield uses clients from the Bakersfield Homeless Center to carry out the contract for safety-related hazard and obstruction removal providing employment opportunities.

Attached for Board consideration is an Agreement between the City of Bakersfield and the Kern COG Board, Acting as the Kern Motorist Aid Authority to contribute \$225,000 in motorist aid funds for safety-related hazard and obstruction removal from the state highways within the City of Bakersfield.

ACTION

Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement.

ROLL CALL VOTE.

**MEMORANDUM OF AGREEMENT BETWEEN
KERN COUNCIL OF GOVERNMENTS ACTING AS THE
KERN MOTORIST AID AUTHORITY AND
THE CITY OF BAKERSFIELD**

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 2022 ("**Execution Date**"), is by and between the City of Bakersfield, a charter city and municipal corporation, ("**CITY** ") and Kern Council of Governments acting as the Kern Motorist Aid Authority, a joint powers entity ("**KERN COG**"). City and Kern COG are referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

- A. KERN COG adopted the FY 2022-23 Overall Work Program and Financial Plan; and
- B. KERN COG acting as the Kern Motorist Aid Authority adopted a Financial Plan for operation and maintenance of a motorist aid system; and
- C. California Streets and Highways Code Section 2557(d) states that monies that exceed the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system, may be used for purposes of safety-related motorist aid projects; and
- D. Studies show that roadway hazards and obstructions, including litter and debris cause numerous accidents per year in North America; and
- E. The CITY has established a program for hazard and obstruction removal on state highways traversing the CITY; and
- F. KERN COG acting as the Kern Motorist Aid Authority is willing to provide funding to assist with hazard and obstruction removal on state highways traversing through the CITY.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. CITY shall be the lead agency for the operation of the hazard and obstruction removal program on state highways traversing through the CITY.
- 2. CITY, beginning July 1, 2022, shall submit a monthly invoice to KERN COG for funds to be used for hazard and obstruction removal on state highways in Kern County. The first invoice shall be dated after the Execution Date of this Agreement, and the final invoice shall be dated before July 28, 2023.
- 3. KERN COG shall provide CITY up to two hundred twenty-five thousand dollars (\$225,000) from funds programmed in the Kern Motorist Aid Financial Plan to pay for costs incurred by CITY in hazard and obstruction removal on state highways traversing the CITY.
- 4. CITY shall provide a written monthly report to Kern COG on the amount of hazards and obstructions removed from state highways traversing the CITY.
- 5. The term of this Agreement shall be from the Execution Date through June 30, 2023.
- 6. Either Party may, at its sole discretion, terminate this Agreement at any time by giving 30 days written notice to the other Party.
- 7. CITY shall indemnify, defend (upon written request of KERN COG) and save harmless KERN COG, its officers, agents and employees from any and all losses, damages, liability, claims or causes of action of every nature whatsoever for physical damage to or destruction

of property, including the property of KERN COG, or physical injury to or death of any person or persons, including KERN COG's officers, agents and employees, which may arise out of any act or omission of the CITY, its officers, agents, independent contractors or employees during the performance of this Agreement.

8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either Party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.
10. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California.
12. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other Party by the Party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

TO KERN COG: Ahron Hakimi, Executive Director
 Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, California 93301

TO CITY: Gregg Strakaluse
 Public Works Department
 City of Bakersfield
 1501 Truxtun Avenue
 Bakersfield, CA 93301
13. The individual executing this Agreement on behalf of each Party warrants that he/she is authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.
14. CITY acknowledges that CITY, and all subcontractors hired by CITY to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CITY is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CITY to perform services under this Agreement are in compliance with the IRCA. In addition, CITY agrees to indemnify, defend and hold harmless KERN COG, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CITY's employees, or the employees of any subcontractor hired by CITY, are not authorized to work in the United States for CITY or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CITY or CITY's subcontractor(s).

15. CITY agrees to maintain and make available to KERN COG accurate books and records relative to all its activities under this Agreement. CITY shall permit KERN COG to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. CITY shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KERN COG herein.
16. CITY shall observe and comply with all applicable state, federal, and local laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the Execution Date.

KERN COUNCIL OF GOVERNMENTS

CITY OF BAKERSFIELD

 Bob Smith, Chair
 "KERN COG"

 Karen Goh
 City of Bakersfield
 "CITY"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

 Ahron Hakimi, Executive Director
 Kern Council of Governments

 Gregg Strakaluse, Director
 City of Bakersfield Public Works Dept.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

 Brian Van Wyk,
 Deputy County Counsel
 For KERN COG

 Joshua H. Rudnick,
 Deputy City Attorney II
 City of Bakersfield

COUNTERSIGNED:

 Randy McKeegan
 Finance Director



III. G. COG

May 19, 2022

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: Kern Council of Governments Consent Agenda Item: III. G.
Employment Contract Renewal: Executive Director, Kern Council of Governments

DESCRIPTION:

Consideration of a revised employment contract. Title: Executive Director, Kern Council of Governments. The Executive Committee and County Counsel have approved this item.

DISCUSSION:

Kern Council of Governments' (COG) Executive Committee – comprising Chairman Bob Smith, Vice-Chairman Zack Scrivner, and Committee Member Cathy Prout -- have negotiated specific salary and benefits with the Executive Director as part of its four-year employment contract renewal process. The revised contract is attached to this staff report.

The Kern COG Executive Committee recommends approval of the Employment Contract Title: Executive Director, Kern Council of Governments.

ACTION

Approve the Employment Contract Title: Executive Director, Kern Council of Governments, and authorize the Chairman to sign. ROLL CALL VOTE.

**AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE**

(Kern Council of Governments –Ahron Hakimi)

This agreement (hereinafter "**Agreement**") is made and entered into on May 19, 2022, between the Kern Council of Governments, a joint powers agency (hereinafter "**Kern COG**" or alternatively as the "**Board**"), and Ahron Hakimi (hereinafter "**Executive Director**"). Kern COG and Executive Director are referred to herein individually as a "**Party**" and collectively as the "**Parties.**"

I.
RECITALS

- (a) Kern COG is authorized by law to contract for special services with individuals specially trained, experienced, and competent to perform those services; and
- (b) Kern COG desires to secure the services of Executive Director to serve as chief executive officer of Kern COG, and Executive Director desires to accept employment on the terms and conditions set forth in this Agreement; and
- (c) Executive Director has special training, knowledge, professional civil engineering license, expertise, and experience to provide such services;

NOW, THEREFORE, in consideration of the material advantages accruing to the Parties and the mutual covenants contained herein, and intending to be legally and ethically bound hereby, Kern COG and Executive Director agree with each other as follows:

II.
AGREEMENT

- 1. **Term.** The initial term (the "**Initial Term**") of this Agreement shall commence June 1, 2022, (the "**Commencement Date**"), and shall end on the four- (4) year anniversary of the Commencement Date, unless earlier terminated pursuant to other provisions of this Agreement.
- 2. **Services.** Executive Director will render full-time professional services to Kern COG in the capacity of Executive Director. Executive Director will, at all times, and to the best of his ability, perform all duties that may be required of him by virtue of his position as Executive Director. Executive Director will plan, direct and manage the current operations, future growth and program development for Kern COG while ensuring responsible use of fiscal, human and physical resources. In conjunction with the Kern COG Board and staff, Executive Director will develop goals and objectives for Kern COG and will be responsible for ensuring that Kern

COG delivers high quality, cost effective services and for coordinating development of services to fulfill the organization's mission. A description of the position including key responsibilities and goals and objectives is set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

3. **Compensation Package.**

3.1 **Annual Compensation.** Executive Director will work full time, which is a minimum of forty (40) hours per week and will be compensated with cash and other value as described below.

3.1.1 **Compensation.** Kern COG will pay Executive Director two hundred one thousand, nine hundred sixteen dollars (\$201,916.00) per year starting on the Commencement Date.

3.1.2 **Initial Base Compensation.** Kern COG will pay Executive Director an initial base salary of seven thousand seven hundred sixty six dollars and no cents (\$7,766.00) biweekly not to exceed two hundred one thousand, nine hundred sixteen dollars (\$201,916.00) annually. Executive Director will be paid biweekly on the same schedule as regular Kern COG employees. The exact date of said biweekly payments will be at the sole discretion of Kern COG. All payments made by Kern COG to Executive Director under this subparagraph shall be subject to all applicable federal and state taxes and withholding requirements.

3.1.3 **Salary Increases:** Executive Director will be given an annual performance evaluation by the Kern COG Board, at which time, if his performance meets standards a salary step increase of 2.5%, shall be granted with the approval of the Kern COG Board after each satisfactory annual performance evaluation.

3.2 **Additional Provisions.**

3.2.1 **Severance Benefit.** Subject to **Paragraph 27.2**, the Severance Period is one hundred eighty (180) days. Benefits will not be continued for the same period as the severance package. Benefits will end at termination of employment.

3.2.2 Release.

(a) If Executive Director accepts any of the severance benefits or payments described in **paragraph 3.2** herein, Executive Director will, on behalf of himself and his assigns, heirs, legal representatives and agents, release and forever discharge Kern COG and each of its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives and each of them separately and collectively (hereinafter referred to separately and collectively as the "**Releasees**") from any and all claims, liens, demands, actions, causes of action, suits, debts, contracts, promises, obligations, damages, liabilities, losses, costs and expenses of any nature whatsoever, known or unknown,

in law or in equity, anticipated or unanticipated, conditional or contingent (collectively, "**Actions and Liabilities**"), which Executive Director now owns or holds, or at any time heretofore owned or held, or which Executive Director hereafter can, shall or may own or hold against any of the Releasees, which in each case arise out of or relate to Executive Director's employment by Kern COG, the termination of Executive Director's employment, any status, term or condition of such employment, Executive Director's service to Kern COG as Executive Director, or any physical or mental harm or distress from such employment or service or from termination of such employment or service, including without limitation, (i):any and all claims under California statutory or decisional law pertaining to wrongful discharge, retaliation, breach of contract, breach of public policy, misrepresentation, fraud or defamation; (ii) any and all claims under the California Fair Employment and Housing Act, the California Labor Code, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Fair Labor Standards Act and the Americans with Disabilities Act; (iii) claims arising under any federal, state or local statute, regulation, or ordinance prohibiting discrimination on the basis of race, color, creed, religion, religious creed, sex, marital status, sexual orientation, gender, veterans status, genetic characteristics, pregnancy, childbirth or related medical condition, national origin, age, ancestry, citizenship status, mental or physical disability or handicap, medical condition, AIDS or related medical condition, arrest record, or other basis of discrimination; (iv) any and all claims for cost, expenses or attorney fees; and (v) any claims to rehire rights; provided, however that claims for vested benefits and claims for workers' compensation and unemployment insurance benefits are not waived.

(b) Nothing in the preceding **subparagraph 3.2.2(a)** shall operate to release, relieve, waive, relinquish or discharge Kern COG from any obligation it may have to indemnify Executive Director pursuant to sections 825 et seq. of the California Government Code.

3.2.3 Waiver. Executive Director expressly understands and agrees that the releases contained in **subparagraph 3.2.2(a)** fully and finally release and forever resolve the matters released and discharged in such subparagraph, including those which may be unknown, unanticipated and/or unsuspected, and upon the advice of legal counsel, hereby expressly waives all benefits under section 1542 of the California Civil Code, as well as under any other statutes or common law principles of similar effect, to the extent that such benefits may contravene the provisions of **subparagraph 3.2.2(a)**. Executive Director acknowledges that he has read and understands section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

3.3 Maximum Compensation Payable. The maximum compensation payable by Kern COG to Executive Director, to include initial base salary, shall not exceed eight hundred seven thousand, six hundred sixty four dollars and ninety seven cents (\$807,664) over the

Term of this Agreement.

4. **Benefits Package.** Executive Director shall receive benefits from Kern COG as described below.

4.1 Retirement.

4.1.1 California Public Employees Retirement System ("PERS") Retirement Benefits: Executive Director; will be included in the Local Miscellaneous 2.5 at 55 Formula plan and will pay the employee portion of his retirement benefits at 8% of annual salary.

4.1.2 This section intentionally. Blank...

4.2 Health Care Coverage

4.2.1 Medical Insurance premiums: Kern COG will pay 80% of the cost toward Executive Director's medical insurance premiums offered through the Public Employees Retirement System Contracting Agencies Other Southern California Region plan. The 80% cited herein is intended to compensate the Executive Director at the same rate as all Kern COG Employees.

4.2.2 Dental, Vision and Disability Insurance premiums will be paid for the Executive Director by Kern COG to the same extent this benefit is paid for all Kern COG employees.

4.2.3 Executive Director will be solely responsible for any medical premium amounts in excess of that allowed in **paragraph 4.2.** Medical insurance premiums are paid through payroll deduction and any amounts in excess of the amount allowed in **paragraph 4.2** will be deducted from Executive Director's bi-weekly paycheck.

4.3 Vacation. Executive Director will receive 240 hours (6 weeks) of vacation accrual upon Commencement Date. Further vacation accrual will commence after one full year of employment, at the rate of 9.2307692 hours per pay period. Kern COG's vacation policy, as amended from time to time by the Board, will be applied to the Executive Director to the extent it is not inconsistent with this Agreement.

4.4 Sick Leave. Executive Director will be provided a bank of 192 hours of sick leave upon Commencement Date. Additional sick leave accrual will commence upon Commencement Date and all other aspects of the Kern COG sick leave policy will be applied to the Executive Director to the extent it is not inconsistent with this Agreement.

4.5 Holidays. Executive Director shall be entitled to all paid holidays authorized as

official holidays for Kern COG employees.

4.6 Life Insurance. Executive Director will receive the standard life insurance benefit Kern COG provides for all employees.

4.7 Car Allowance: \$500.00 per month.

4.8 Technology Allowance: \$100.00 per month.

4.9 This section intentionally blank.

4.10 Attendance at Meetings. Executive Director shall be permitted to be absent from Kern COG during normal working days to attend professional meetings and to attend to such outside professional duties consistent with Kern COG's mission as may be appropriate. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and will not be considered vacation time.

4.11 Expense Reimbursement. Kern COG shall reimburse Executive Director for all approved and necessary business expenditures in accordance with Kern COG policy, as amended from time to time.

4.12 Dues. Kern COG agrees to pay dues to professional associations and societies of which Executive Director is a member in accordance with Kern COG policy, as amended from time to time.

4.13 Military Leave. Executive Director will be eligible for up to 30 days of paid military leave each calendar year (prorated for year of hire based on start date). In addition, Kern COG will provide up to 12 months of salary supplement (i.e., pay the difference between his military salary and his Executive Director salary) should the Executive Director be deployed for wartime duty. Kern COG military leave policy, as amended from time to time by the Board, will be applied to the Executive Director to the extent it is not inconsistent with this Agreement. All leave and supplement provisions shall be consistent with Executive Director's military service and shall continue only so long as Executive Director is an active and duly compensated member of the military. Executive Director shall notify the Board at the first available Board meeting following Executive Director's separation from military service.

4.14 This section intentionally blank.

4.15 Mileage Reimbursement. Kern COG shall reimburse Executive Director for personal vehicle use at the standard IRS mileage rate, upon submission of mileage reimbursement request for all business miles traveled outside the Bakersfield City limits and the surrounding contiguous unincorporated Bakersfield metropolitan area.

4.16 **Limitation on Benefits.** Except as expressly stated herein, Executive Director shall receive no other benefits from Kern COG.

5. **Assignment.** Executive Director shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Executive Director shall not assign any money due, or which becomes due to Executive Director under this Agreement without the prior written approval of Kern COG.

6. **Authority to Bind Kern COG.** It is understood that Executive Director, in his performance of any and all duties under this Agreement, has no authority to bind Kern COG to any agreements or undertakings.

7. **Captions and Interpretation.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

8. **Choice of Law/Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the state of California, with venue of any action relating to this Agreement in the County of Kern.

9. **Compliance with Law.** Executive Director shall observe and comply with all applicable Kern County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

10. **Confidentiality.** Executive Director shall maintain confidentiality with respect to information that he receives in the course of his employment and not use or permit the use of or disclose any such information in connection with any activity or business to any person, firm or corporation whatsoever, unless such disclosure is required in validly issued subpoena or other process of law or as required by the California Public Records Act. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

11. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of California Government Code relating to conflict of interest of public officers and employees, and of the common law relating to prohibited conflicts of interest. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of Kern COG relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Kern COG may immediately terminate this Agreement by giving written notice thereof. Executive Director shall comply with the requirements of California Government Code sections 87100 et seq. during the Term of this Agreement.

12. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument

13. **Dispute Resolution.**

13.1 **Special Meeting.** Except as set forth in **paragraph 13.6** below in the event of any dispute or disagreement between the parties with respect to this Agreement, either party may request in writing a special meeting for the resolution of the dispute (a "Special Meeting"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of Kern COG and Executive Director (who may or may not be accompanied by legal counsel, in their respective discretion} who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

13.2 **Mediation.** If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting, either party may initiate mediation by giving written notice thereof to the other party hereto. Both parties shall attend and participate in the mediation, which shall be binding upon the parties if a mutually agreeable resolution is achieved. The mediation proceeding shall commence not more than thirty (30) days after the written notice initiating process is given by one party to the other party hereto and shall be conducted-"in the County of Kern, state of California, by an impartial third party mediator in accordance with the procedures of JAMS/Endispute, Inc. The mediator may be given written statements of the parties and may inspect any applicable documents or instruments. All mediation proceedings shall be attended by representatives of Kern COG and Executive Director with reasonable authority to resolve the dispute. The costs and expenses associated with the mediator and the mediation shall be paid equally by Kern COG and Executive Director regardless of the result of the mediation proceeding. Each party shall bear its own attorneys' fees and costs in connection with the mediation process.

13.3 **Settlement through Mediation.** If as a result of the mediation, a settlement is reached and the parties agree that such settlement shall be reduced to writing, then (i) the mediator shall be appointed an arbitrator for the sole purpose of signing the settlement agreement reached through the mediation process, (ii) the settlement agreement shall have the same force and effect as an arbitration award, and (iii) judgment may be entered upon the settlement agreement in accordance with applicable law in any court having competent jurisdiction thereof.

13.4 **Inadmissibility.** The Special Meeting and the mediation proceeding shall be subject to California Evidence Code sections 1152 and 1115 through 1128, inclusive.

13.5 Arbitration. If a dispute is not resolved through the mediation process described in **paragraph 13.2** above, then either party may commence arbitration by giving a written notice to the other party demanding arbitration. There shall be one (1) impartial third party arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within thirty (30) days after the demand for arbitration is given, then the parties will stipulate to the arbitration before a single impartial third party arbitrator who is a retired judge on the Los Angeles panel of JAMS/Endispute, Inc., and who is selected by the then serving chief administrative officer of JAMS/ Endispute, Inc.

13.5.1 Applicable Law: Venue. The substantive internal law (and not the conflict of laws) of the state of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and the provisions of section 1283.05 of the California Code of Civil Procedure are hereby incorporated by reference into this Agreement pursuant to the provisions of section 1283:4.(b) of the California Code of Civil Procedure. In the event that either of said sections .is amended in a manner which limits or reduces the discovery rights contained in said sections as of the effective date of this Agreement, said amendment shall not be deemed to apply to this Agreement unless the parties agree in writing that the same shall apply. In the event that either section 1283.05 or 1283.1(b) is repealed, the provisions of section 1283.05 shall nevertheless continue to apply, and the parties shall have the discovery rights as provided therein as of the Commencement Date of this agreement. The California Evidence Code shall apply to all testimony and documents submitted to the arbitrator. The arbitration shall take place in the County of Kern, state of California, unless the parties otherwise agree in writing.

13.5.2 Arbitration Hearing. As soon as reasonably practicable, a hearing with respect to the dispute of matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable, but not later than thirty (30) days after the hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their respective Legal counsel.

13.5.3 Final Decision. All decisions of the arbitrator shall be final, binding and conclusive on all parties subject to appeal or being set aside only on the grounds set forth in the California Code of Civil Procedure, and, except as otherwise set forth in **paragraph 13.6** below, shall be the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of competent jurisdiction may issue a writ of execution to enforce the arbitrator's decision. Judgment may be entered upon such decision in accordance with applicable law in any court having competent jurisdiction thereof.

13.6 Injunctive Relief. Notwithstanding the contrary provisions of this **paragraph** and except as provided in **paragraph 3.2** above, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the

provisions of any part of this Agreement as may be necessary to protect its rights under such section or paragraph, as applicable.

13.7 **Statute of Limitations.** This dispute resolution procedure shall not in any manner affect any statutes of limitation relating to any claims, dispute or other matters arising out of this Agreement, provided that the statute of limitations shall be stayed during any period that the mediation or arbitration process is continuing pursuant to this **paragraph 13**

13.8 **Right Reserved by Parties.** The provisions of this **paragraph 13** shall not limit, require the postponement of, or in any other way preclude the exercise of any right or remedies otherwise enjoyed by any party hereto under the provisions of this Agreement.

14. **Enforcement of Remedies.** No right or remedy herein conferred on or reserved to Kern COG is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

15. **Indemnification.** Kern COG shall defend and indemnify Executive Director for duties performed as Executive Director to the same extent as would be afforded to a regular full-time Kern COG employee. Said duty of defense and indemnity shall not apply to intentional or willful misconduct, gross negligence, dereliction or criminal misconduct on the part of Executive Director, and further shall not extend to any conduct, actions or activities which do not arise directly from the performance of this Agreement.

16. **Invalidity of a Portion.** Should a portion, section, paragraph or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent state or federal agency, the balance of the Agreement will remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe this Agreement in such a manner as will carry into force and effect the intent appearing herein.

17. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. **Nondiscrimination.** The parties mutually agree to abide by all laws, federal, state and local, and by all policies of the Kern COG respecting discrimination. The parties shall not discriminate on the basis of race, color, national origin, age, religion, marital status or sexual preference.

19. **Non-solicitation.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration thereof, Executive Director shall not directly or indirectly through his own efforts, or otherwise, employ, solicit to employ, or otherwise contract with, or in any way retain the services of any employee or former employee of Kern COG, if

such individual has provided professional or support services to Kern COG at any time during the Term of this Agreement, without the express written consent of Kern COG. Executive Director will not interfere with the relationship of Kern COG and any of its employees and Executive Director will not attempt to divert from Kern COG any business in which Kern COG has been actively engaged during his employment.

20. Non-waiver. No covenant or condition of this Agreement can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Executive Director. Kern COG shall be entitled to invoke any remedy available to Kern COG under this Agreement or by law or in equity despite said forbearance or indulgence.

21. Notices. Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above. Notice to Kern COG may only be considered accomplished when made to both the Kern COG Board Chairman and the Kern COG Administrative Division Director.

To: Ahron Hakimi

Ahron Hakimi
5801 Dorset Dr.
Bakersfield, California 93306

To: Kern COG:

Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, California 93301

Attn.: Kern COG Board Chairman

And

Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, California 93301

Attn.: Administrative Division Director

22. Relationship. Kern COG and Executive Director recognize that Executive Director is rendering specialized, professional services, and that each party is possessed of legal knowledge and skill, and that this Agreement is fully understood by the parties, and is the result of bargaining between the parties. Each party acknowledges their opportunity to fully and independently review and consider this Agreement and affirm complete understanding of the effect and operation of its terms prior to entering into the same. Executive Director acknowledges that he shall not be deemed a classified employee, or have any right or protections under Kern COG's civil service ordinance, rules or regulations.

23. Severability. Should any part, term, portion or provision of this Agreement be decided

finally to be in conflict with any law of the United States or the state of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the Agreement which the parties intended to enter into in the first instance.

24. Signature Authority. Each party represents that they have full power and authority to enter into and perform this Agreement and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The execution and delivery by the parties of this Agreement and compliance with the terms hereof do not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of any Agreement, order or other instrument to which Executive Director or Kern COG is a party or subject to, (ii) constitute a default or event of default under any agreement, order or other instrument to which Executive Director or Kern COG is a party or subject to, (iii) result in a violation of any agreement, order or other instrument to which Executive Director or Kern COG is a party or subject to, or (iv) require any authorization, consent, approval or other action by or notice to any court, third party or governmental authority.

25. Sole Agreement. This Agreement contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect.

26. Successors in Interest. The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the assigns and successors of each of the parties hereto.

27.1 Involuntary Termination. For purposes of this Agreement, "Involuntary Termination" shall mean that one of the following events occurs: (i) Kern COG terminates the employment of Executive Director for any reason other than cause; (ii) there is a material change in the duties or authority of Executive Director; or (iii) there is a closure of KERN COG.

27.1.1 Kern COG Discretion. Kern COG may, in its sole discretion and without cause, terminate the duties of Executive Director as Executive Director. Such action shall become effective upon written notice to Executive Director or at such later time as may be specified in said notice.

27.1.2 Change in Duties. Kern COG may, in its sole discretion, change the duties or authority of Executive Director so it can reasonably be found that Executive Director is no longer performing as Executive Director. Executive Director shall have the right, within ninety (90) days of such event, in his complete discretion, to terminate this Agreement by giving Kern COG one hundred twenty days (120) days' prior written notice of his decision to terminate.

27.1.3 Closure. If Kern COG is closed, Executive Director may, in his sole discretion, terminate his employment or be retained by its successor. Any election to terminate employment under this subparagraph must be made prior to the closure, as applicable. If Executive Director continues to be employed as Executive Director for its successor organization, all of the terms and conditions of this Agreement shall remain in effect. Kern COG agrees that neither it nor any successor in interest shall enter into any agreement that would negate or contradict the provisions of this Agreement.

27.2 Effect of Involuntary Termination.

27.2.1 Kern COG Discretion. Upon such termination, all rights, duties and obligation of both parties shall cease except that Kern COG shall continue to pay Executive Director in accordance with **paragraph 3.2** herein (the "**Severance Period**"). During the Severance Period, Executive Director shall not be required to perform any duties for Kern COG or come to Kern COG.

27.2.2 Change in Duties. If Executive Director elects to terminate employment due to a change in duties or authority, upon such termination, all rights, duties and obligation of both parties shall cease except that Kern COG shall continue to pay Executive Director in accordance with **paragraph 3.2** herein. During the Severance Period, Executive Director shall not be required to perform any duties for Kern COG or come to Kern COG.

27.2.3 Sale, Merger or Closure. If Executive Director elects to terminate employment due to a closure of Kern COG, upon such termination, all rights, duties and obligation of both parties shall cease except that Kern COG shall continue to pay Executive Director in accordance with **paragraph 3.2** herein. During the Severance Period, Executive Director shall not be required to perform any duties for Kern COG or come to Kern COG.

27.3 Voluntary Termination. Executive Director may in his discretion terminate this Agreement for any other reason than as stated in **subparagraph 27.1.2** by giving the Board Chair one hundred twenty (120) days' prior written notice of his decision to terminate. At the end of one hundred twenty (120) days, all rights, duties and obligations of both parties under this Agreement shall cease and Executive Director will not be entitled to any of the severance benefits described in **paragraph 3.2** herein.

27.4 Termination for Cause. Notwithstanding the foregoing, Kern COG shall have the right to terminate this Agreement effective immediately after giving written notice to Executive Director in the event Kern COG determines there has been (i) an unauthorized use or disclosure of confidential or proprietary information by Executive Director which causes material harm to Kern COG; (ii) negligence or misconduct in the performance of a material duty by Executive Director, including failure to follow the reasonable directions of the Kern COG Board, in each case, after receipt of written notice from Kern COG setting forth with

reasonable specificity such negligence, misconduct or failure, and the failure of Executive Director to initial, corrective action within three (3) business days of receipt of such notice, and correct the behavior described in the notice within fifteen (15) days following receipt of such notice; (iii) conviction of Executive Director of a felony offense or crime, or plea of "guilty" or "no contest" to a felony offense; (iv) commission of any unlawful act by Executive Director which would be detrimental to the reputation, character or standing of Kern COG; or (v) commission of a material act of dishonesty, fraud, embezzlement, misappropriation or financial dishonesty by Executive Director against Kern COG.

27.5 Effect of Termination for Cause. In the event of termination of this Agreement for cause, Executive Director will not be entitled to any of the severance benefits described in paragraph 3.2 herein and Kern COG will have no further obligation to pay for any services rendered or expenses incurred by Executive Director. After the effective date of the termination. Executive Director shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

27.6 Effect of Termination Generally.

27.6.1 Vacation of premises. Upon expiration or earlier termination of the Agreement, Executive Director shall immediately vacate Kern COG, removing at such time any and all personal property of Executive Director, any personal property that Executive Director has not so removed.

27.6.2 No Interference. Following the expiration or earlier termination of this Agreement, Executive Director shall not do anything or cause any person to do anything that might interfere with any efforts by Kern COG to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Kern COG and any person who may replace Executive Director.

27.6.3 New Board Member Appointment Kern COG may not unilaterally terminate Executive Director, except as provided for in paragraph 27.4 of the Agreement, within the six (6) month period immediately following the appointment of a new voting member of Kern COG Board. The appointment date shall directly correspond with the date the new Kern COG Board member's appointing body or authority notifies Kern COG of the appointment.

The remainder of this page intentionally left blank.

IN WITNESS TO THE FOREGOING, the parties have entered into this Agreement as of the day and year first written above.

KERN COG

EXECUTIVE DIRECTOR

By _____
Robert Smith, Chair
Kern Council of Governments

By _____
Ahron Hakimi

APPROVED AS TO FORM:
Office of Kern County Counsel

By: _____
Brian Van Wyk

EXHIBIT "A"

Position Description
Ahron Hakimi
Executive Director
Kern Council of Governments

The Position: The Executive Director is the chief administrative officer at Kern COG. The Executive Director will report directly to the Kern COG Board and be responsible for the proper administration of all Kern COG affairs. . . . "

Goals and Objectives: The following are the expectations for achievement by the Executive Director during his tenure at Kern COG:

- Supervise the planning and implementation of all Kern COG's activities and formulate and present to the Council the plans for such activities and the means to finance same.
- Supervise and direct the preparation of the annual budget for the Board and be responsible for its administration after adoption by the Council.
- Appoint, supervise, suspend, discipline or remove Kern COG employee's subject to the applicable policies and procedures in place and/or adopted, from time to time, by the Board.
- Attend all meetings of the Council and act as the secretary to the Council.
- Prepare and submit to the council periodic financial reports and, as soon as practicable after the end of each fiscal year, a complete report of the finances and administrative activities of Kern COG for the preceding year.
- Have custody and charge of all Kern COG property other than money and securities. .

Typical Tasks and Responsibilities:

- Plan, assign and supervise the technical detail and administrative arrangements of Kern COG.

- Develop and present to the Board for approval the goals and objectives for Kern COG, with the requisite plan for implementation.
- Once approved, implement the goals and objectives with clear directions, programs and priorities for achievement with specific time frames for completion.
- Assess organizational strengths and resource requirements and create a strategic plan, budget and timeline for resource development/improvement
- Provide leadership, by example, establishing and maintaining quality standards.
- Work collaboratively with others to create and promote a cohesive, collaborative and effective leadership team to support Kern COG strategies and work programs.
- Translate Board determined strategies into specific objectives and initiatives, create structures, processes and systems to support strategic priorities and integrates efforts across organizational functions; obtains and allocates resources as needed; assigns clear authority and accountability for performance management and improvement efforts.
- Ensure quality-related plans and strategies 1 reflect the highest standards of ethics and integrity.
- Provide oversight and direction, act as liaison, serve or appoint others to serve or represent Kern COG at applicable and appropriate local, state or federal meetings, agencies, commissions, or hearings.
- In collaboration with key staff, evaluate the organization's strategic efforts and determine the appropriate initiatives to achieve organizational objectives and effectiveness.
- Provide strategic and technical direction in the assessment and development of opportunities related to organizational strategies, data collection and analysis, and information management tools intended to support quality improvement and performance excellence for the organization's programs.

Summarize, and process any outcome data from multiple sources into meaningful, manageable information upon which to make decisions about program and organization performance improvement.

- Contribute to the development of policy and processes related to quality improvement and performance management
- Collaborate with key staff to define performance issues and outcomes, set priorities and determines methods for improvement
- Implement monitoring and measurement tools across the organization related to organizational and program quality improvement.
- Assist key staff within the organization to define performance management opportunities and priorities; develop solutions and process changes to resolve problems and improve performance; coach key staff on individual performance related to desired outcomes and expectations and its impact on overall organizational performance.
- Assist key staff in making difficult or sensitive organizational changes; serve as a resource for change leadership, group dynamics, negotiation; principles, knowledge of human factors and human error theory.
- Maintain professional affiliations, as appropriate, and participate in professional activities to keep abreast of developments in related fields to ensure best practices within the organization.
- Perform such other duties as the Council may require in carrying out the policies and directives of the Council.
- Abide by all policies and procedures as set forth in the Kern COG employee policy manual as amended, to the degree those policies and procedures are not inconsistent with the terms and conditions of this Agreement.

Minimum Qualifications:

- Graduation from a recognized college or university preferably with a major in city or regional planning or public or business administration, or engineering.
- Five years of increasingly responsible professional experience in governmental planning or administration, at least four years of which must have been in city, county or regional planning.
- Additional related education (i.e., master's in planning or administration), job experience and results achieved will be considered.

- Valid California driver's license and driving record acceptable to Kern COG.
- Knowledge of the principles and practices applicable to governmental planning and management.
- Knowledge of the trends, policies and regulations affecting public planning.
- Knowledge of the California State Planning Act, Subdivision Act, Sustainable Community Planning and pertinent local planning requirements
- Knowledge of transportation engineering
- Demonstrated ability to collect, analyze and interpret data.
- Demonstrated ability to establish and maintain confidential and cooperative relations with the public and the staff.
- Demonstrated ability to prepare and implement annual work programs and annual fund budgets.
- Demonstrated ability to manage and implement an administrative and personnel system.
- Demonstrated ability to manage a multi-discipline organization
- Demonstrated ability to work collaboratively and effectively with city, county, and state organizations and staff, citizen groups, local boards and elected officials.
- Ability to travel frequently throughout the San Joaquin Valley, specifically, and the state of California generally.

- Pass a criminal background check and maintain a clean criminal record, notifying the Council of any subsequent charges or arrests for any crime.

Physical Requirements:

- **Body Position**
 - Sit to operate the computer, talk on telephone, work at desk and to drive vehicle for frequent travel.
 - Sit/stand to work with public and other employees, as needed.
 - Twist upper body to use office equipment, relocate shelved materials, and talk on the telephone.
 - Stand/stoop/crouch/kneel/squat to file or retrieve materials in low cabinets or on low shelves.
 - Walk/stand to deliver materials within the office.
- **Object Manipulation**
 - Use the computer- press keys with fingers, both hands.
 - Operate a telephone- reach, lift with hand, press keys with fingers.
 - Use pens and pencils to record data -grasp by thumb and finger.
 - Use keys to unlock office, file cabinets, doors and storage facility - grasp by thumb and finger, twist with wrist/hand.
 - Operate a motor vehicle - use hands and fingers to manipulate key entry, steering wheel, vehicle controls, and gear shift; use both legs/feet to control power and braking of vehicle.
- **Environment Demands**
 - Work under general office noise with telephones ringing, people talking, printers operating, copiers/other office equipment running.
 - Work indoors in a carpeted environment to perform office related responsibilities.



III. H.
COG

May 19, 2022

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Fasika P. Montalvo,
Administrative Assistant

SUBJECT: Kern Council of Governments Consent Agenda Item: III. H.
FY 2021-2022 Overall Work Program and Financial Plan
Amendment No. 3: Resolution No. 22-23

DESCRIPTION: Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (budget). Amendment No. 3 represents a net budgetary increase of \$288,904.

DISCUSSION: Attached are the worksheets documenting the details of FY 2021-2022 OWP and Financial Plan, Amendment No. 3. Staff recommends the following significant changes:

Financial Plan

- Incorporate a net increase in revenues of \$288,904. This revision includes an increase in FHWA-PL funds of \$335,287, with a decrease of (\$46,383) in FTA-5303 funds.
- Incorporate a net increase in expenditure appropriations of \$288,904. This revision provides for an increase in professional services \$288,904.

Overall Work Program

Adjustments were made to three work elements to match Final Fiscal Year 2021-22 PL and 5303 Allocation Numbers; and so the OWP will reconcile to the Financial Plan.

The revision is detailed below.

- Increase 601.1 by \$50,000 for Regional Transportation Plan/Congestion Management Process
- Increase 902.1 by \$238,904 for Regional Technical Assistance.

ACTION: Approve Amendment No. 3 to the FY 2021-2022 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 22-23. ROLL CALL VOTE.

Kern Council of Governments

FINANCIAL PLAN SUMMARY
FY 2021-2022

Revised: May 9, 2022

Account No./Title	2021-22 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	2021-22 Revised
REVENUE					
4140-Federal Grants	\$ 2,523,835	\$ 45,521	\$ 92,987	\$ 288,904	\$ 2,951,247
3955-State Grants	\$ 3,251,504	\$ (307,716)			\$ 2,943,788
4220-Regional Planning/Admin.	\$ 1,902,044	\$ (122,894)			\$ 1,779,150
4220-Local Contracts	\$ 167,051	\$ (45,401)			\$ 121,650
5370-Miscellaneous	\$ 25,000				\$ 25,000
TOTAL REVENUE	\$ 7,869,434	\$ (430,490)	\$ 92,987	\$ 288,904	\$ 7,820,835
EXPENDITURES					
					TOTAL
Personnel:					
6110-Regular Salaries & Wages	\$ 1,846,241				\$ 1,846,241
6200-Extra-Help Wages	\$ 40,158	\$ 684			\$ 40,842
6410/6600-Fringe Benefits	\$ 1,208,436	\$ 68			\$ 1,208,504
SUBTOTAL-PERSONNEL	\$ 3,094,835	\$ 752	\$ -	\$ -	\$ 3,095,587
SUBTOTAL-7500 - PROFESSIONAL	\$ 3,940,821	\$ (354,297)	\$ 92,987	\$ 288,904	\$ 3,968,415
SERVICES & SUPPLIES					
6841-Communications	\$ 29,520				\$ 29,520
6900-Insurance	\$ 18,000				\$ 18,000
6970-Maintenance-Equipment	\$ 12,000				\$ 12,000
7001-Maintenance-Structures	\$ 2,000				\$ 2,000
7400-Memberships	\$ 39,075				\$ 39,075
7450-Office Supplies	\$ 55,293				\$ 55,293
7525-Data Processing	\$ 79,610				\$ 79,610
7600-Public/Legal Notices	\$ 40,254				\$ 40,254
7630-Leases-Equipment	\$ -				\$ -
7650-Leases-Structures	\$ 150,000				\$ 150,000
7700-Special Dept. Expense	\$ 6,000				\$ 6,000
7730-Training & Development	\$ 2,000				\$ 2,000
7740-Travel Expenses	\$ 77,178				\$ 77,178
7750-Personal Vehicle Mileage	\$ 15,290				\$ 15,290
7970-Kern County Indirect Costs	\$ 3,000				\$ 3,000
7990-Depreciation Expense	\$ 21,000				\$ 21,000
7995-Bad Debt Expense	\$ -				\$ -
SUBTOTAL-SERVICES & SUPPLIES	\$ 550,220	\$ -	\$ -	\$ -	\$ 550,220
SUBTOTAL-8601-CAPITAL OUTLAYS	\$ 17,000	\$ -	\$ -	\$ -	\$ 17,000
TOTAL EXPENDITURES	\$ 7,602,876	\$ (353,545)	\$ 92,987	\$ 288,904	\$ 7,631,222
Depreciation Adjustment		\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS/(DEFICIT)	\$ 266,558	\$ (76,945)	\$ -	\$ -	\$ 189,613

SCHEDULE OF FY 2021-2022 OVERALL WORK PROGRAM AMENDMENTS

Revised: May 9, 2022

Work Element Title	Number	Approved		Amendment			Revised Budget
		Budget	Amendment No. 1	No. 2	Amendment No. 3	Amendment No. 4	
Air Quality Planning	101.1	\$ 74,128	\$ (616)			\$	73,512
Environmental Review Program	102.1	\$ 34,922	\$ (274)			\$	34,648
Inventory Mapping	201.1	\$ 387,312	\$ (5,184)			\$	382,128
Mapping Services and Technical Support	201.2	\$ 142,250	\$ (1,165)			\$	141,085
Environmental Sustainability Program	202.1	\$ -	\$ -			\$	-
Sustainable Communities Public Participation FY 21-22	203.1A	\$ 81,758	\$ (387)			\$	81,371
Sustainable Communities Performance Measures FY 21-22	203.2A	\$ 43,631	\$ 15,086			\$	58,717
Sustainable Communities Advanced Tech Planning FY 21-22	203.3A	\$ 169,271	\$ (3,162)			\$	166,109
Sustainable Communities Strategy Forecast and Travel Model Activity	203.4A	\$ 129,948	\$ (1,068)			\$	128,880
Regional Housing Need Allocation Plan/Regional Early Action Plannin	203.5	\$ 923,483	\$ (828)			\$	922,655
SJV Household Travel Survey	203.6	\$ 152,342	\$ -			\$	152,342
Regional Transportation Plan/CMS	601.1	\$ 369,389	\$ (1,141)	\$ 50,000		\$	418,248
RTP/CIP-Financial Element	601.2	\$ 77,153	\$ (641)			\$	76,512
RTP Outreach	601.3	\$ 141,182	\$ (533)			\$	140,649
RTP Performance Measures	601.4	\$ 485,374	\$ 35,179			\$	520,553
Transportation Improvement Program	602.1	\$ 323,170	\$ 2,834			\$	326,004
Local Assistance for Federal-Aid Projects	602.2	\$ 260,580	\$ (2,121)			\$	258,459
Transportation Systems Monitoring and Coordination	603.1	\$ 52,559	\$ (377)			\$	52,182
Traffic Count Program	603.2	\$ 93,315	\$ -			\$	93,315
Active Transportation Demand Management	603.3	\$ 41,768	\$ -			\$	41,768
Kern Electric Vehicle (EV) Blueprint	603.4	\$ 556,176	\$ 83,051			\$	639,227
MD & HD Zero-Emission Vehicle Infrastructure	603.5	\$ -	\$ 122,325			\$	122,325
Regional Travel Demand Model Maintenance	604.1	\$ 333,861	\$ (2,211)			\$	331,650
Growth Forecast Model	604.2	\$ 58,700	\$ (394)			\$	58,306
Regional Travel Demand Model	604.3	\$ 34,194	\$ (284)			\$	33,910
Corridor/Major Investment/Impact Fee	605.1	\$ 3,116	\$ (26)			\$	3,090
Transit Planning	606.1	\$ 150,247	\$ (1,149)			\$	149,098
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 348,568	\$ (348,568)			\$	-
Kern County Rural Transportation Consolidation Study/Strategy	606.6	\$ 348,568	\$ (348,568)			\$	-
Active Transportation Planning	608.1	\$ 60,131	\$ (73)			\$	60,058
Safe Routes for Bicyclists in Disadvantaged Communities	608.2	\$ 49,536	\$ 54,759			\$	104,295
Transportation Demand Management	609.1	\$ 239,017	\$ (1,390)			\$	237,627
Freight Planning	610.1	\$ 67,494	\$ (545)			\$	66,949
North Metro Goods Movement Study	610.2	\$ 319,476	\$ (6,112)			\$	313,364
I-5 Freight ZERO Pilot Study	610.3	\$ 143,015	\$ 27,154			\$	170,169
Grant Writing	801.1	\$ 68,837	\$ (38,647)			\$	30,190
Regional Technical Assistance	902.1	\$ 41,449	\$ (95)	\$ 92,987	\$ 238,904	\$	373,245
Information and Date Management	903.1	\$ 48,569	\$ (390)			\$	48,179
Interregional Transportation Coordination	904.1	\$ 125,006	\$ (410)			\$	124,596
Local Clearinghouse Review Program	904.2	\$ 2,983	\$ (25)			\$	2,958
Local Reimbursements	1001.1	\$ 109,612	\$ (325)			\$	109,287
Legislative Program	1001.2	\$ 42,463	\$ (232)			\$	42,231
Transportation Development Act (TDA) Program	1001.3	\$ 267,750	\$ (948)			\$	266,802
Information Services	1001.4	\$ 110,316	\$ (343)			\$	109,973
Overall Work Program (OWP) Development and Monitoring	1001.5	\$ 271,691	\$ (2,257)			\$	269,434
KMAA System Implementation and Operation	2001.1	\$ 18,066	\$ (135)			\$	17,931
511 Program	2002.1	\$ 42,057	\$ (254)			\$	41,803
T O T A L S		\$ 7,844,432	\$ (430,490)	\$ 92,987	\$ 288,904	\$ -	\$ 7,795,833
FY 2020-21 CARRYOVER FUNDS		\$ 2,294,239	\$ 75,969	\$ 92,987	\$ -	\$ -	2,463,195
FY 2021-22 ESTIMATED FUNDS		\$ 5,550,195	\$ (506,459)	\$ -	\$ 288,904	\$ -	5,332,640
TOTAL (CONTROL)		\$ 7,844,434	\$ (430,490)	\$ 92,987	\$ 288,904	\$ -	\$ 7,795,835

BEFORE THE KERN COUNCIL OF GOVERNMENTS
STATE OF CALIFORNIA, COUNTY OF KERN

RESOLUTION 22-23

In the matter of:

AMENDMENT NO. 3 TO THE FY 2021-2022 OVERALL WORK PROGRAM AND FINANCIAL PLAN

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a detailed Overall Work Program (OWP); and

WHEREAS, the OWP is designed to meet the comprehensive planning requirements of the Department of Transportation, the Department of Housing and Urban Development, the Environmental Protection Agency, and state agencies; and

WHEREAS, the OWP has been developed in accordance with guidelines established by the Intermodal Planning Group; and

WHEREAS, Kern COG has adopted an OWP and Financial Plan for Fiscal Year 2021-2022; and

WHEREAS, Amendment No. 3 will result in increased net total budgetary appropriations of \$288,904 as detailed in the attachments, attached hereto and made a part of this Resolution No. 22-23 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 3 to the FY 2021-2022 Overall Work Program/Financial Plan is hereby authorized.

AUTHORIZED AND SIGNED THIS 19th DAY OF MAY 2022.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Bob Smith, Chair
Kern Council of Governments

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 19th day of May 2022.

Ahron Hakimi,
Executive Director
Kern Council of Governments

Date: _____



IV. COG

April 15, 2021

TO: KERN COUNCIL OF GOVERNMENTS

FROM: Ahron Hakimi,
Executive Director

By: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
ELECTION OF OFFICERS

DESCRIPTION:

Each year, the Kern Council of Governments (COG) Board of Directors selects a Chairman and a Vice Chairman for the Kern COG Board.

DISCUSSION:

The current Chairman will take nominations for the position of Chairman. Each voting member of the Kern COG Board is eligible to be nominated as Chairman or Vice Chairman. After selection of a Chairman, the gavel will be transferred to the new Chairman who will take nominations for Vice-Chairman.

ACTION

Select a Chairman and a Vice-Chairman for the Kern COG Board of Directors.