

**AGENDA  
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY  
October 20, 2022  
6:30 P.M.**

**SPECIAL NOTICE**

**Public Participation and Accessibility  
October 20, 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 **October 20, 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](mailto:feedback@kerncog.org) by 1:00 p.m. October 20, 2022 (**this is not a requirement**).

**TPPC/Kern COG Board**

**Please join my meeting from your computer, tablet or smartphone.**

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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, Creighton, 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 – September 15, 2022**

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Community Survey Contract Approval** (Campbell)

**Comment:** Community Survey Contract for Fiscal Year 2022-2023 in an amount not to exceed \$65,000. This item has been sent to County Counsel for review.

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

E. **Purchase of Staff Computers** (Heimer)

**Comment:** Kern Council of Governments will purchase twenty-two (22) Dell Latitude computers from Rival Technology Inc. (RIVAL) to replace outdated staff computers. Kern COG will pay RIVAL \$55,312.72 for acquisition of twenty-two staff computers.

**Action:** Authorize Executive Director to purchase equipment. ROLL CALL VOTE

F. **FY 2022-2023 Overall Work Program and Financial Plan Amendment No. 1: Resolution NO. 22-47** (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. 1 represents a net budgetary increase of \$320,915.

**Action:** Approve Amendment No. 1 to the FY 2022-2023 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 22-47. ROLL CALL VOTE

**G. Memorandum of Understanding between Kern COG and California City, an EV Charging Station Site Host funded by the California Energy Commission Agreement ARV-20-010-01 (Urata)**

**Comment:** Enter into a Memorandum of Understanding (MOU) with California City, to serve as an Electric Vehicle (EV) charging station site host who is being awarded funding as a sub-contractor on the EV Ready Communities Challenge Phase II – Blueprint Implementation grant of \$2.5 million from the California Energy Commission (CEC). County Counsel has approved the MOU as to form.

**Action:** Approve Memorandum of Understanding between Kern Council of Governments and California City; authorize Chair to sign. ROLL CALL VOTE

**H. Local Clearinghouse:**

**Applicant: Lost Hills Union School District**

Address: P.O. Box 158  
Lost Hills, CA 93249-0158  
Contact: Jane Hodgdon

Federal Agency: Department of Education

Catalog No.: 84.215

Title: Application for New Grants Under the Full-Service Community Schools Program  
Description: Innovative Approaches to Literacy; Promise Neighborhoods; Full-Service Community Schools; and Congressionally Directed Spending for Elementary and Secondary Education Community Projects.

**Applicant: CSUB Auxillary for Sponsored Programs Administration**

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

Federal Agency: Department of Education

Catalog No.: 84.116

Title: Fund for the Improvement of Postsecondary Education  
Description: Reenrollment and Degree Planner Project for Underserved CSUB Students

**Federal Funds:** \$970,011.00

**Total Funds:** \$970,011.00

**Applicant: California High Speed Rail Authority**

Address: 770 L Street, Ste. 620  
Sacramento, CA 95814-3385  
Contact: Desiree Malone

Federal Agency: DOT-Federal Railroad Administration

Catalog No.: 20.327

Title: Federal Railroad Administration/Office of Passenger and Freight Programs  
Description: California High-Speed Rail Authority: Six Grade Separations in the City of Shafter

**Federal Funds:** 67,217,252.00

**Total Funds:** \$84,021,565.00

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

- IV. **CONGESTION MANAGEMENT AGENCY: (None)**
- V. **KERN MOTORIST AID AUTHORITY: (None)**
- VI. **MEETING REPORTS: (None)**
- VII. **EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)**
  - A. Warrant Register
  - B. Timeline
- VIII. **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.
- IX. **CLOSED SESSION: None.**
- X. **ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be November 17, 2022.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for September 15, 2022

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

THURSDAY  
September 15, 2022  
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:16 p.m.

**I. ROLL CALL:**

**Members Present:** Blades, Bryant, Crump, Tafoya, Prout, Reyna, Scrivner, B. Smith, P. Smith

**Congestion Management Agency Ex-Officio Members:** Flores, Navarro, Peacock, Parra

**Members Absent:** Couch, Lessenevitch, Trujillo, Vasquez

**Others:** Flint, Harriman, Chandy, McMahon

**Staff:** Hakimi, Napier, Snoddy, Ball, VanWyk, Stramaglia, Invina-Jayasiri, Enriquez, Banuelos

- 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.**

Vice Chairman Scrivner 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 – July 21, 2022**

**B. Concurrence in Actions of TPPC**

**C. Response to Public Comments**

**D. Amendment #1 to EV Ready Communities Memorandum of Understanding between Kern COG and the City of McFarland as funded by the California energy Commission ARV-20-010-01 (Invina-Jayasiri)**

**Action:** Approve the Agreement between Kern Council of Governments and the City of McFarland; authorize Chair to sign. 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: Department of Education

Catalog No.: 84.116  
Title: Fund for the improvement of Postsecondary Education  
Description: Pathways of Possibilities for Transforming Higher Education Curriculum Alignment Program (POP THE CAP)

Federal Funds Applied For: \$1,122,640.00  
Total Funds: \$1,122,640.00

**Applicant: Omni Family Health**

Address: 4900 California Avenue, Suite 400B  
Bakersfield, CA 93309-7081  
Contact: Francisco Castillon

Federal Agency: Health Resources and Services Administration  
Catalog No.: 93.224  
Title: Service Area Competition  
Description: Omni Family Health – Service Area Competition – Competing Continuation

Federal Funds Applied For: \$9,500,276.00  
Total Funds: \$9,500,276.00

**Applicant: Belridge Water Storage District**

Address: 21908 Seventh Standard Road  
McKittrick, CA 93251-9703  
Contact: Kim Constant

Federal Agency: Bureau of Reclamation  
Funding Opportunity No.: R23AS00008  
Title: Watersmart Grants: Water and energy Efficiency Grants for Fiscal Year 2023  
Description: 415 AND 500 Canal Reservoir Lining Project

Federal Funds Applied For: \$500,000.00  
Total Funds: \$1,356,819.00

**Applicant: County of Kern**

Address: c/o 2700 M Street Suite 250  
Bakersfield, CA 93301-2323  
Contact: Lorelei Oviatt

Federal Agency: United States Department of Housing and Urban Development  
Catalog No.: 14.239  
Title: HOME Investment Partnerships Program – American Rescue Plan within the County of Kern participating jurisdictions

Federal Funds Applied for: \$6,910,840.00  
Total Funds: \$6,910,840.00

**Applicant: City of Bakersfield**

Address: 1600 Truxtun Avenue  
Bakersfield, CA 93301-5141  
Contact: Paul Sheets

Federal Agency: Bureau of Justice Assistance  
Catalog No.: 16.738  
Title: FJA FY 22 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation  
Description: Crime Reduction and Trust Building through Community Engagement

Federal Funds Applied For: \$144,880.00  
Total Funds: \$144,880.00

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

MOTION BY DIRECTOR PROUT TO APPROVE CONSENT AGENDA ITEMS A THROUGH E, SECOND BY DIRECTOR REYNA, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

**IV. CONGESTION MANAGEMENT AGENCY: (None)**

**V. KERN MOTORIST AID AUTHORITY: (None)**

**VI. MEETING REPORTS: (None)**

**VII. EXECUTIVE DIRECTOR'S REPORT:**

Executive Director Hakimi made the following report:

- Report on State negotiations re: gas tax/rebates
- Week of September 19 is Valley Voice in Washington DC

**VIII. MEMBER STATEMENTS:**

**IX. CLOSED SESSION:**

None.

**X. ADJOURNMENT:** Seeing no other comments the meeting adjourned at 7:30 p.m. **NEXT MEETING – October 20, 2022**

Respectfully submitted,

ATTEST:

\_\_\_\_\_  
Ahron Hakimi, Executive Director

\_\_\_\_\_  
Bob Smith, Chairman

DATE: 10/20/2022



**Kern Council  
of Governments**

**III. D.  
COG**

October 20, 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.  
COMMUNITY SURVEY CONTRACT APPROVAL

**DESCRIPTION:**

Community Survey Contract for Fiscal Year 2022-2023 in an amount not to exceed \$65,000. This item has been sent to County Counsel for review.

**DISCUSSION:**

The Request for Proposal for the 2018 Community Survey included a clause allowing Kern COG to retain the services of the successful firm for up to four (4) additional fiscal years. On September 19, 2022, Godbe Research submitted a letter of intent (attached) to conduct another Kern COG Community Survey for fiscal year 2022-2023. Godbe Research is assigning the same project manager, Bryan Godbe.

The research objectives for the community survey are to: (a) assess residents' overall opinion of the quality of life in their city or town; (b) survey the importance of issues related to the future quality of life in the county; (c) identify housing preferences; (d) understand the daily commute of the average resident; and (e) identify any differences in opinion due to demographic and/or behavioral characteristics. Selected questions and variables are compared to previous telephone surveys conducted from 2007 through 2022.

The 2023 survey will be used to inform the continuing Regional Transportation Planning process. It is anticipated the current survey will be conducted in the spring of 2023. This project was approved in the 2022-2023 Overall Work Program.

**ACTION**

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





September 19, 2022

Ms. Susanne Campbell  
 Regional Planner/Rideshare Coordinator  
 Kern Council of Governments  
 1401 19th Street  
 Suite 300  
 Bakersfield, CA 93301

Dear Ms. Campbell:

Godbe Research is pleased to submit this letter of interest to conduct our 16<sup>th</sup> Annual Community Survey for the Kern Council of Governments (Kern COG) for fiscal year 2022 – 2023 (FY 22/23). Based on our review of the methodology, scope and fees for the most recent Annual Community Survey events using a hybrid Internet and telephone survey methodology as well as an email and text recruitment for the Internet version of the survey and cell phone and landline calls for the telephone version of the survey, we have provided cost options below (by survey length) for the FY 22/23 Annual Community Survey.

Please note that these costs have increased slightly for the current FY 22/23 survey process with increases in the Internet Programming and Telephone Data Collection line items which are mitigated by decreased costs for the Data Processing and Miscellaneous Expenses line items. The fees, however, for the longest survey length are still below maximum budget amount of \$65,000 for a survey of 22-minutes in length (same length as the three previous survey events) and we envision a similar survey length for FY 22/23. Thus, the cost options provided below can accommodate a survey length of up to 22-minutes based on the not to exceed amount of \$65,000 in our contract with Kern COG.

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

<u>Project Task</u>	<u>18-min.</u>	<u>20-min.</u>	<u>22-min.</u>
Listed Telephone Sample	\$3,000.00	\$3,000.00	\$3,000.00
Email Sample Purchase	\$1,500.00	\$1,500.00	\$1,500.00
Third Party Cell/Email Matching	\$1,500.00	\$1,500.00	\$1,500.00
Internet Programming/Testing	\$5,250.00	\$5,500.00	\$5,750.00
Telephone CATI Programming	\$1,350.00	\$1,500.00	\$1,650.00
Internet Version Recruitment	\$1,000.00	\$1,000.00	\$1,000.00
Internet Version Hosting	\$500.00	\$500.00	\$500.00
Spanish Translation/Programming	\$950.00	\$1,050.00	\$1,150.00
Telephone Interviewing	\$25,500.00	\$28,500.00	\$31,500.00
Spanish Interviewing Fee	\$2,000.00	\$2,500.00	\$3,000.00
Data Processing	\$1,000.00	\$1,000.00	\$1,000.00
Research Fee	\$9,000.00	\$9,000.00	\$9,000.00
Project Management	\$3,000.00	\$3,000.00	\$3,000.00
<u>Miscellaneous Expenses</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
Annual Community Survey Total	\$56,050.00	\$60,050.00	\$64,050.00



GODBE RESEARCH  
Gain Insight

Godbe Research is ready and excited to begin the FY 22/23 Annual Community Survey according to Kern COG's schedule. As always, we look forward to working with Kern COG on another successful Annual Community Survey process. If you have any questions or would like any additional information, please do not hesitate to contact me directly.

Sincerely,

A blue ink handwritten signature, appearing to read 'CH', written in a cursive style.

Charles Hester  
Vice President

**CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS  
AND GODBE RESEARCH  
2023 COMMUNITY SURVEY**

THIS CONTRACT, made and entered into this 20th day of October, 2022, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, Godbe Research, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

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

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit "A"; Scope of Work, Exhibit "B"; Schedule, Exhibit "C" Budget/Cost Proposal; and Exhibit "D" Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated September 19, 2022, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit "B," and Budget/Cost Proposal, attached hereto as Exhibit "C." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Susanne Campbell, Regional Planner  
Consultant: Bryan Godbe, Project Manager

III. Term

Time is of the essence in this contract. The term of this contract is the execution date through June 2022 unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

Consultant services and reimbursements beyond June 30, 2022, are subject to the inclusion and funding agency approval of this project in Kern COG's 2022-2023 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

## V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days' notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant, and shall be effective as of the date of the amending document, unless otherwise indicated.

## VI. Contract Costs and Reimbursements

### A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$65,000, to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

### B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

### C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 601.3 as identified on the FY 2022-2023 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65/day meals; \$225/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

### D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and

contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B. above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for

expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.

B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate

this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

#### XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14.

#### XVI. Publication

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.
- B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

“The preparation of this report has been financed, in part, through a grant from the U.S. Department of Transportation, Federal Transit Administration, under the authority of the 49 USC Chapter 43 #5313(b) of the Federal Transit Laws.”

#### XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

#### XVIII. Hold Harmless

Consultant agrees to indemnify, defend and hold harmless Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

#### XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed

by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

Without limiting Kern COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
- B. Comprehensive automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- C. Professional liability insurance of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under



this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by the Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any

other provision of this Agreement or otherwise in law.

- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

#### XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. **Compliance with Regulations:** Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit C, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information

required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or
  - 2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

Title 49 CFR, Part 26, entitled, Participation by DBEs in Department of Transportation Financial Assistance Programs, describes a race neutral measure or program as one that is, or can be, used to assist all small businesses. Race-neutral includes gender-neutrality. On the other hand, a race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

- Withholding monthly progress payments.
- Assessing sanctions.
- Liquidated damages.
- Disqualifying the contractor from future bidding as non-responsible.

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

### **Prompt Payment Clauses**

**Prompt Progress Payment to Subcontractors** – The Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Prompt Payment of Withheld Funds to Subcontractors** – The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these

provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor

#### XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.

#### XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable

standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. Ahron Hakimi,  
Executive Director  
Kern Council of Governments (Kern COG)  
1401 19th Street, Suite 300  
Bakersfield, CA 93301

OR

Mr. Charles Hester  
Vice President  
Godbe Research  
1220 Howard Avenue, Suite 250  
Burlingame, CA 94010

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents, employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be 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.

XXXI. Signature Authority

Each person executing this contract on behalf of Consultant represents and warrants that he or she is authorized by Consultant to execute and deliver this contract on behalf of Consultant and that this contract is binding on Consultant in accordance with the terms.

IN WITNESS WHEREOF, the Kern Council of Governments and Consultant have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED  
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Ahron Hakimi, Executive Director  
Kern Council of Governments

APPROVED AS TO FORM:

\_\_\_\_\_  
Bob Smith, Chair  
"Kern COG"

\_\_\_\_\_  
Brian Van Wyk, Deputy  
Kern County Counsel

CONSULTANT

\_\_\_\_\_  
Consultant



## Exhibit "A"

### Scope of Work

1. Conduct a countywide survey of Kern County residents to gauge public perception of and reaction to quality of life issues, community services, growth, jobs and the economy, according to the following:
  - A. PHASE 1: Questionnaire Design, Development and Project Administration**
    - Task 1.1: Project initiation and kick-off meeting
    - Task 1.2: Through an iterative process with Kern COG, develop draft survey instrument
    - Task 1.3: Conduct bi-weekly meetings and/or conference calls, as needed
    - Task 1.4: Provide monthly progress reports on project status/accomplishments, billing and upcoming goals
  - B. PHASE 2: Survey Pre-Test**
    - Task 2.1: Pre-Test of survey instrument to determine interview length
    - Task 2.2: Kern COG review and approval of draft survey instrument and pre-test
    - Task 2.3: Consultant to develop final survey instrument
    - Task 2.4: Translate the final survey instrument into Spanish
  - C. PHASE 3: Survey Sample and Data Collection (Consultant)**
    - Task 3.1: Select phone numbers and random sample
    - Task 3.2: Sample shall be stratified among the four sub-regions and by supervisorial district
    - Task 3.3: Interviewer briefing/training
    - Task 3.4: Data collection
    - Task 3.5: Debriefing
  - D. PHASE 4: Data Analysis and Final Report (Consultant)**
    - Task 4.1: Data entry and analysis
    - Task 4.2: Verification of survey population
    - Task 4.3: Preparation of Final Report
2. Conduct and report on the results of a statistically valid, countywide survey to gauge public perception of and reaction to quality of life issues, community services, growth, jobs and the economy.
3. Provide up to 2 bound copies as directed by Kern COG, one unbound copy, fifteen electronic copies in word format on CD, and one electronic copy in PDF format on CD for the poll report.
4. Provide one copy of raw interview data in Excel format on CD.

PROJECT TO BE COMPLETED BY JUNE 30, 2023, FOR A TOTAL COST NOT TO EXCEED \$65,000.

Exhibit "B"  
SCHEDULE

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

Exhibit "C"

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

- 1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in sub paragraph (1)(b) of this certification; and
  - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.
  
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

\_\_\_\_\_  
(Consultant)

\_\_\_\_\_  
Date



## III. E. COG

October 20, 2022

TO: Kern Council of Governments

FROM: Ahron Hakimi,  
Executive Director

BY: Michael Heimer,  
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.  
PURCHASE OF STAFF COMPUTERS.

### DESCRIPTION:

Kern Council of Governments will purchase twenty-two (22) Dell Latitude computers from Rival Technology Inc. (RIVAL) to replace outdated staff computers. Kern COG will pay RIVAL \$55,312.72 for acquisition of twenty-two staff computers.

### DISCUSSION:

The current staff computers in use by Kern COG are over 3 years old and are no longer covered by warranties. The decision to replace staff computers with new models was made to reduce possible downtime due to equipment failure and to replace already failed equipment.

Through this purchase, Kern COG will compensate RIVAL for \$55,312.72 to provide twenty-two new Dell Latitude staff computers.

### ACTION:

Authorize Executive Director to purchase equipment. ROLL CALL VOTE



## III. F. COG

October 20, 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. F.  
FY 2022-2023 Overall Work Program and Financial Plan  
Amendment No. 1: Resolution No. 22-47

**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. 1 represents a net budgetary increase of \$320,915.

**DISCUSSION:** Attached are the worksheets documenting the details of FY 2022-2023 OWP and Financial Plan, Amendment No. 1. Staff recommends the following significant changes:

### Financial Plan

- Incorporate a net increase in revenues of \$320,915. This revision includes an increase in federal funds \$209,766, an increase in state funds \$8,727, and local funds \$102,422.
- Incorporate a net increase in expenditure appropriations of \$291,384. This revision provides for increases in professional services by \$275,690 and capital outlays by \$33,600; and decreases in services & supplies by (\$17,906).

### Overall Work Program

Adjustments were made to five work elements to match Final Fiscal Year 2022-23 SB-1, FTA 5304, and PL Allocation Numbers; and so the OWP will reconcile to the Financial Plan.

The revision is detailed below.

- Increase SB-1 WE 203.1B for Sustainable Communities Public Participation by \$2,781.
- Increase SB-1 WE 203.4B for Sustainable Communities Strategy Forecast by \$5,946
- Increase FTA-5304 WE 606.5 Metro Bakersfield Long-Range Transp. Plan to \$338,885
- Increase PL WE 608.1 Active Transportation/Complete Streets by \$27,056.
- Decrease PL-SPR WE 610.2 KARGO Sustainability Study by \$53,752.

Incorporate a revised salary schedule to increase Planning/Administrative Intern bi-weekly rate.

**ACTION:** Approve Amendment No. 1 to the FY 2022-2023 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 22-47. ROLL CALL VOTE.

Kern Council of Governments

FINANCIAL PLAN SUMMARY  
FY 2022-2023

Revised: October 11, 2022

Account No./Title	2022-23 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	2022-23 Revised
<b>REVENUE</b>					
4140-Federal Grants	\$ 3,361,588	\$ 209,766			\$ 3,571,354
3955-State Grants	\$ 3,167,225	\$ 8,727			\$ 3,175,952
4220-Regional Planning/Admin.	\$ 1,248,549	\$ 72,996			\$ 1,321,545
4220-Local Contracts	\$ 84,740	\$ 29,426			\$ 114,166
5370-Miscellaneous	\$ 25,000				\$ 25,000
<b>TOTAL REVENUE</b>	<b>\$ 7,887,102</b>	<b>\$ 320,915</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,208,017</b>
<b>EXPENDITURES</b>					
					<b>TOTAL</b>
Personnel:					
6110-Regular Salaries & Wages	\$ 2,129,327				\$ 2,129,327
6200-Extra-Help Wages	\$ 42,979				\$ 42,979
6410/6600-Fringe Benefits	\$ 1,272,372				\$ 1,272,372
<b>SUBTOTAL-PERSONNEL</b>	<b>\$ 3,444,677</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,444,677</b>
<b>SUBTOTAL-7500 - PROFESSIONAL</b>	<b>\$ 3,464,770</b>	<b>\$ 275,690</b>			<b>\$ 3,740,460</b>
<b>SERVICES &amp; SUPPLIES</b>					
6841-Communications	\$ 15,120				\$ 15,120
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	\$ 127,940	\$ (1,011)			\$ 126,929
7525-Data Processing	\$ 75,210				\$ 75,210
7600-Public/Legal Notices	\$ 58,075	\$ (12,375)			\$ 45,700
7630-Leases-Equipment	\$ -				\$ -
7650-Leases-Structures	\$ 150,000				\$ 150,000
7700-Special Dept. Expense	\$ 16,000				\$ 16,000
7730-Training & Development	\$ 2,000				\$ 2,000
7740-Travel Expenses	\$ 91,573	\$ (4,500)			\$ 87,073
7750-Personal Vehicle Mileage	\$ 24,224	\$ (20)			\$ 24,204
7970-Kern County Indirect Costs	\$ 3,000				\$ 3,000
7990-Depreciation Expense	\$ 21,000				\$ 21,000
7995-Bad Debt Expense	\$ -				\$ -
<b>SUBTOTAL-SERVICES &amp; SUPPLIES</b>	<b>\$ 655,217</b>	<b>\$ (17,906)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 637,311</b>
<b>SUBTOTAL-8601-CAPITAL OUTLAYS</b>	<b>\$ 22,400</b>	<b>\$ 33,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,587,064</b>	<b>\$ 291,384</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,878,448</b>
Depreciation Adjustment		\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS/(DEFICIT)</b>	<b>\$ 300,038</b>	<b>\$ 29,531</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 329,569</b>

SCHEDULE OF FY 2022-2023 OVERALL WORK PROGRAM AMENDMENTS

Revised: October 11, 2022

Work Element Title	Number	Approved Budget	Amendment			Revised Budget
			Amendment No. 1	No. 2	Amendment No. 3	
Air Quality Modeling/Transportation Management	101.1	\$ 88,701				\$ 88,701
Environmental Review and Monitoring Program	102.1	\$ 32,521				\$ 32,521
Community and Environmental Inventory Mapping System	201.1	\$ 508,627				\$ 508,627
Mapping Services and Technical Support	201.2	\$ -				\$ -
2022-2023 Sustainable Communities Public Participation	203.1B	\$ 102,453	\$ 2,781			\$ 105,234
2022-2023 Sustainable Communities Performance Measures	203.2B	\$ 61,904				\$ 61,904
2022-2023 Sustainable Communities Mobility Innovations and Incentiv	203.3B	\$ 109,102				\$ 109,102
2022-2023 Sustainable Communities Strategy Forecast and Travel M	203.4B	\$ 150,012	\$ 5,946			\$ 155,958
Regional Housing Need Allocation Plan/Regional Early Action Plannin	203.5	\$ 538,117				\$ 538,117
SJV Household Travel Survey	203.6	\$ 166,236				\$ 166,236
Regional Transportation Plan/Congestion Management Process	601.1	\$ 287,991				\$ 287,991
RTP/CIP Financial Element	601.2	\$ 70,699				\$ 70,699
Regional Transportation Community Survey & Outreach	601.3	\$ 173,174				\$ 173,174
Federal Performance Measures Data and Analysis	601.4	\$ 52,746				\$ 52,746
Transportation Improvement Program	602.1	\$ 397,085				\$ 397,085
Project Planning & Development Assistance for Federal-Aid Projects	602.2	\$ 296,099				\$ 296,099
Transportation Systems Monitoring and Coordination	603.1	\$ 54,232				\$ 54,232
Traffic Count Program	603.2	\$ 93,997				\$ 93,997
Mobility Innovations and Incentives	603.3	\$ 60,957				\$ 60,957
Kern Electric Vehicle (EV) Blueprint	603.4	\$ 1,212,035				\$ 1,212,035
MD&HD Zero-Emission Vehicle Infrastructure	603.5	\$ 102,894				\$ 102,894
Regional Travel Demand Model Maintenance	604.1	\$ 370,497				\$ 370,497
Regional Growth Forecast Model Data & Analysis	604.2	\$ 56,793				\$ 56,793
Regional Travel Demand Model Analysis	604.3	\$ 37,291				\$ 37,291
Corridor/Major Investment/Impact Studies	605.1	\$ 7,382				\$ 7,382
Transit, Aviation and Passenger Rail Planning	606.1	\$ 181,581				\$ 181,581
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ -	\$ 338,885			\$ 338,885
Kern Rural Transit Consolidation Strategy	606.6	\$ -				\$ -
Active Transportation and Complete Streets Program	608.1	\$ 61,890	\$ 27,056			\$ 88,946
ATP C5 Safe Routes for Cyclists	608.2	\$ 627,196				\$ 627,196
Transportation Demand Management	609.1	\$ 266,272				\$ 266,272
Freight Planning	610.1	\$ 62,383				\$ 62,383
Phase II KARGO Sustainability Study	610.2	\$ 333,999	\$ (53,752)			\$ 280,247
I-5 Freight ZERO Pilot Study	610.3	\$ -				\$ -
Grant Writing	801.1	\$ 37,604				\$ 37,604
Regional Technical Assistance	902.1	\$ 85,557				\$ 85,557
Information and Data Management	903.1	\$ 99,665				\$ 99,665
Interregional Transportation Coordination	904.1	\$ 146,080				\$ 146,080
Local Clearinghouse Review Program	904.2	\$ 5,023				\$ 5,023
Local Reimbursement	1001.1	\$ 112,457				\$ 112,457
Legislative Program	1001.2	\$ 55,283				\$ 55,283
Transportation Development Act (TDA) Program	1001.3	\$ 250,082				\$ 250,082
Information Services and Tribal Consultation	1001.4	\$ 132,074				\$ 132,074
Overall Work Program (OWP) Development and Monitoring	1001.5	\$ 288,670				\$ 288,670
KMAA System Administration and Operations	2001.1	\$ 28,470				\$ 28,470
511 System Administration and Operations	2002.1	\$ 56,270				\$ 56,270
<b>T O T A L S</b>		<b>\$ 7,862,102</b>	<b>\$ 320,916</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,183,018</b>
<b>CARRYOVER FUNDS</b>		<b>\$ 2,179,349</b>	<b>\$ (81,507)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,097,842</b>
<b>FY 2022-23 ESTIMATED FUNDS</b>		<b>\$ 5,682,753</b>	<b>\$ 402,422</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,085,175</b>
<b>TOTAL (CONTROL)</b>		<b>\$ 7,862,102</b>	<b>\$ 320,915</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,183,017</b>

FY 2022-2023 Overall Work Program  
SUMMARY FINANCIAL TABLE (Revised: October 11, 2022)

	Footnotes	FTA SEC.5304 Rural 89/11 (4)	FTA SEC.5303 MPO (5)	FTA SEC.5303 MPO Carryover 20-21	FTA SEC.5303 MPO Carryover 21-22	FHWA PL 89/11 (7)	FHWA PL Carryover 20-21	FHWA PL Carryover 21-22	FHWA RSTP (9)	FHWA CMAQ 89/11 (10)	FHWA SPR (10a)	Caltrans ATP (11a)	STIP PPM (11b)	SB-1 22-23 (11e)	SB-1 21-22 Carryover	HCD (12a)	CARB (12c)	CEC (12d)	Toll Credits*	Regional Planning Match	Regional Planning Non-match	Regional Planning Total (13)	Local Contracts (14)	TOTAL BUDGET
Air Quality Modeling/Transportation Management	101.1		\$ 44,350		\$ 44,351														\$ 10,174	\$ -	\$ -	\$ -	\$ 88,701	
Environmental Review and Monitoring Program	102.1		\$ 17,461		\$ 15,060														\$ 3,730	\$ -	\$ -	\$ -	\$ 32,521	
Community and Environmental Inventory Mapping System	201.1		\$ 141,715	\$ 6,229	\$ 242,025	\$ 48,405	\$ 24,665												\$ 50,281	\$ -	\$ 45,588	\$ 45,588	\$ 508,627	
Mapping Services and Technical Support	201.2																		\$ -	\$ -	\$ -	\$ -	\$ -	
2022-2023 Sustainable Communities Public Participation	203.1B													\$ 90,701	\$ 2,781				\$ -	\$ 11,751	\$ 1	\$ 11,752	\$ 105,234	
2022-2023 Sustainable Communities Performance Measures	203.2B													\$ 54,804					\$ -	\$ 7,100	\$ -	\$ 7,100	\$ 61,904	
2022-2023 Sustainable Communities Mobility Innovations and Incentives Planning	203.3B													\$ 96,585					\$ -	\$ 12,514	\$ -	\$ 12,514	\$ 109,102	
2022-2023 Sustainable Communities Strategy Forecast and Travel Model Activity Prog	203.4B													\$ 132,806	\$ 5,946				\$ -	\$ 17,206	\$ -	\$ 17,206	\$ 155,958	
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5															\$ 538,117			\$ -	\$ -	\$ -	\$ -	\$ 538,117	
SJV Household Travel Survey	203.6																		\$ -	\$ -	\$ 166,236	\$ 166,236	\$ 166,236	
Regional Transportation Plan/Congestion Management Process	601.1		\$ 82,558		\$ 125,433								\$ 80,000						\$ 23,857	\$ -	\$ -	\$ -	\$ 287,991	
RTP/CIP Financial Element	601.2				\$ 70,699														\$ 8,109	\$ -	\$ -	\$ -	\$ 70,699	
Regional Transportation Community Survey & Outreach	601.3				\$ 98,174								\$ 75,000						\$ 11,261	\$ -	\$ -	\$ -	\$ 173,174	
Federal Performance Measures Data and Analysis	601.4				\$ 52,746														\$ 6,050	\$ -	\$ -	\$ -	\$ 52,746	
Transportation Improvement Program	602.1				\$ 213,087	\$ 31,022	\$ 68,244												\$ 27,999	\$ -	\$ 84,732	\$ 84,732	\$ 397,085	
Project Planning & Development Assistance for Federal-Aid Projects	602.2				\$ 258,459		\$ 37,640												\$ 29,645	\$ -	\$ -	\$ -	\$ 296,099	
Transportation Systems Monitoring and Coordination	603.1				\$ 54,232														\$ 6,220	\$ -	\$ -	\$ -	\$ 54,232	
Traffic Count Program	603.2								\$ 79,677										\$ -	\$ 10,323	\$ 3,997	\$ 14,320	\$ 93,997	
Mobility Innovations and Incentives	603.3				\$ 41,768		\$ 19,189												\$ 4,791	\$ -	\$ -	\$ -	\$ 60,957	
Kern Electric Vehicle (EV) Blueprint	603.4																		\$ 1,212,035	\$ -	\$ -	\$ -	\$ 1,212,035	
MD&HD Zero-Emission Vehicle Infrastructure	603.5																	\$ 102,894	\$ -	\$ -	\$ -	\$ -	\$ 102,894	
Regional Travel Demand Model Maintenance	604.1				\$ 181,779		\$ 188,716												\$ 20,850	\$ -	\$ -	\$ -	\$ 370,497	
Regional Growth Forecast Model Data & Analysis	604.2				\$ 56,793														\$ 6,514	\$ -	\$ -	\$ -	\$ 56,793	
Regional Travel Demand Model Analysis	604.3				\$ 37,291														\$ 4,277	\$ -	\$ -	\$ -	\$ 37,291	
Corridor/Major Investment/Impact Studies	605.1				\$ 7,382														\$ 847	\$ -	\$ -	\$ -	\$ 7,382	
Transit, Aviation and Passenger Rail Planning	606.1		\$ 33,523	\$ 22,445	\$ 87,125		\$ 7,479												\$ 13,838	\$ -	\$ 31,009	\$ 31,009	\$ 181,581	
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 300,000																	\$ -	\$ -	\$ 9,459	\$ 9,459	\$ 29,426	
Kern Rural Transit Consolidation Strategy	606.6																		\$ -	\$ -	\$ -	\$ -	\$ -	
Active Transportation and Complete Streets Program	608.1				\$ 51,022		\$ -												\$ 5,852	\$ -	\$ -	\$ -	\$ 88,946	
ATP C5 Safe Routes for Cyclists	608.2											\$ 601,356							\$ -	\$ 25,840	\$ -	\$ 25,840	\$ 627,196	
Transportation Demand Management	609.1								\$ 222,148										\$ -	\$ 28,782	\$ 15,342	\$ 44,124	\$ 266,272	
Freight Planning	610.1				\$ 62,383														\$ 7,155	\$ -	\$ -	\$ -	\$ 62,383	
Phase II KARGO Sustainability Study	610.2											\$ 190,259							\$ -	\$ 63,476	\$ 26,512	\$ 89,988	\$ 280,247	
I-5 Freight ZERO Pilot Study	610.3																		\$ -	\$ -	\$ -	\$ -	\$ -	
Grant Writing	601.1																		\$ -	\$ -	\$ 37,604	\$ 37,604	\$ 37,604	
Regional Technical Assistance	902.1												\$ 73,000						\$ -	\$ -	\$ 12,557	\$ 12,557	\$ 85,557	
Information and Data Management	903.1				\$ 48,180		\$ 51,485												\$ 5,526	\$ -	\$ -	\$ -	\$ 99,665	
Interregional Transportation Coordination	904.1				\$ 52,596		\$ 21,484						\$ 72,000						\$ 6,033	\$ -	\$ -	\$ -	\$ 146,080	
Local Clearinghouse Review Program	904.2																		\$ -	\$ -	\$ 5,023	\$ 5,023	\$ 5,023	
Local Reimbursement	1001.1																		\$ -	\$ -	\$ 112,457	\$ 112,457	\$ 112,457	
Legislative Program	1001.2																		\$ -	\$ -	\$ 55,283	\$ 55,283	\$ 55,283	
Transportation Development Act (TDA) Program	1001.3																		\$ -	\$ -	\$ 250,082	\$ 250,082	\$ 250,082	
Information Services and Tribal Consultation	1001.4				\$ 69,324		\$ 62,750												\$ 7,951	\$ -	\$ -	\$ -	\$ 132,074	
Overall Work Program (OWP) Development and Monitoring	1001.5																		\$ -	\$ -	\$ 288,670	\$ 288,670	\$ 288,670	
KMAA System Administration and Operations	2001.1																		\$ -	\$ -	\$ -	\$ -	\$ 28,470	
511 System Administration and Operations	2002.1																		\$ -	\$ -	\$ -	\$ -	\$ 56,270	
<b>SUBTOTAL</b>		\$ 300,000	\$ 319,607	\$ 6,229	\$ 22,445	\$ 1,869,909	\$ 79,427	\$ 481,654	\$ 79,677	\$ 222,148	\$ 190,259	\$ 601,356	\$ 300,000	\$ 374,899	\$ 8,727	\$ 538,117	\$ 37,924	\$ 1,314,929	\$ 260,962	\$ 176,993	\$ 1,144,552	\$ 1,321,545	\$ 114,166	\$ 8,183,014
CARRYOVER FUNDS		\$ -	\$ -	\$ 6,229	\$ 22,445	\$ -	\$ 79,427	\$ 481,654	\$ -	\$ -	\$ 190,259	\$ 601,356	\$ -	\$ -	\$ 8,727	\$ 538,117	\$ 37,924	\$ -	\$ -	\$ -	\$ -	\$ 131,705	\$ -	
FY 2022-23 ESTIMATED FUNDS		\$ 300,000	\$ 319,607	\$ -	\$ 1,869,909	\$ -	\$ -	\$ 79,677	\$ 222,148	\$ -	\$ -	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ -	\$ 1,314,929	\$ -	\$ -	\$ -	\$ 1,189,840	\$ 114,166		
<b>SUBTOTAL</b>		\$ 300,000	\$ 319,607	\$ 6,229	\$ 22,445	\$ 1,869,909	\$ 79,427	\$ 481,654	\$ 79,677	\$ 222,148	\$ 190,259	\$ 601,356	\$ 300,000	\$ 374,899	\$ 8,727	\$ 538,117	\$ 37,924	\$ 1,314,929	\$ -	\$ -	\$ -	\$ 1,321,545	\$ 114,166	
		\$ -	\$ -	\$ 0	\$ -	\$ -	\$ (0)	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ -	

\*Toll credits provided by the State of California are being utilized as a match for federal FHWA PL and FTA 5303 funds. The FHWA PL and FTA 5303 amounts shown in the Budget Revenue Summary Sheet represent 100% of the total federal participation cost, therefore toll credits are not included in the total revenue amount.



Kern Council of Governments  
POSITION CLASSIFICATION & SALARY SCHEDULE

Position/Class  
Executive Director \$116,844 to \$212,012

(EFFECTIVE October 20, 2022)

Revised 10/12/2022 fpm

Position/Class	Deputy Director		Fin Services Officer	Regional Planner	Admin Assistant	Executive Secretary	75-hour Pay Period			PROPOSED Plan/Admin Intern	Per Hour	PROPOSED Per Hour
	Administration	Planning					Office Services Specialist	Office Services Specialist	Student Intern			
1	\$ 4,083.65	\$ 4,083.65	\$ 3,535.53	\$ 2,300.32	\$ 2,229.86	\$ 1,795.97	\$ 1,352.34	\$ 1,267.81	\$ 967.33	\$ 1,121.81	\$ 12.09	\$ 14.02
2	\$ 4,185.74	\$ 4,185.74	\$ 3,623.92	\$ 2,357.83	\$ 2,285.61	\$ 1,840.87	\$ 1,386.15	\$ 1,299.51	\$ 991.52	\$ 1,149.86	\$ 12.39	\$ 14.37
3	\$ 4,290.38	\$ 4,290.38	\$ 3,714.51	\$ 2,416.77	\$ 2,342.75	\$ 1,886.89	\$ 1,420.80	\$ 1,331.99	\$ 1,016.30	\$ 1,178.60	\$ 12.70	\$ 14.73
4	\$ 4,397.64	\$ 4,397.64	\$ 3,807.38	\$ 2,477.19	\$ 2,401.32	\$ 1,934.07	\$ 1,456.32	\$ 1,365.29	\$ 1,041.71	\$ 1,208.07	\$ 13.02	\$ 15.10
5	\$ 4,507.58	\$ 4,507.58	\$ 3,902.56	\$ 2,539.12	\$ 2,461.35	\$ 1,982.42	\$ 1,492.73	\$ 1,399.43	\$ 1,067.76	\$ 1,238.27	\$ 13.35	\$ 15.48
6	\$ 4,620.27	\$ 4,620.27	\$ 4,000.13	\$ 2,602.60	\$ 2,522.89	\$ 2,031.98	\$ 1,530.05	\$ 1,434.41	\$ 1,094.45	\$ 1,269.23	\$ 13.68	\$ 15.87
7	\$ 4,735.78	\$ 4,735.78	\$ 4,100.13	\$ 2,667.66	\$ 2,585.96	\$ 2,082.78	\$ 1,568.30	\$ 1,470.27	\$ 1,121.81	\$ 1,300.96	\$ 14.02	\$ 16.26
8	\$ 4,854.18	\$ 4,854.18	\$ 4,202.63	\$ 2,734.36	\$ 2,650.61	\$ 2,134.85	\$ 1,607.50	\$ 1,507.03	\$ 1,149.86	\$ 1,333.48	\$ 14.37	\$ 16.67
9	\$ 4,975.53	\$ 4,975.53	\$ 4,307.70	\$ 2,802.72	\$ 2,716.87	\$ 2,188.22	\$ 1,647.69	\$ 1,544.71	\$ 1,178.60	\$ 1,366.82	\$ 14.73	\$ 17.09
10	\$ 5,099.92	\$ 5,099.92	\$ 4,415.39	\$ 2,872.78	\$ 2,784.79	\$ 2,242.92	\$ 1,688.88	\$ 1,583.32	\$ 1,208.07	\$ 1,400.99	\$ 15.10	\$ 17.51
11	\$ 5,227.42	\$ 5,227.42	\$ 4,525.78	\$ 2,944.60	\$ 2,854.41	\$ 2,299.00	\$ 1,731.11	\$ 1,622.91	\$ 1,238.27	\$ 1,436.01	\$ 15.48	\$ 17.95
12	\$ 5,358.10	\$ 5,358.10	\$ 4,638.92	\$ 3,018.22	\$ 2,925.77	\$ 2,356.47	\$ 1,774.38	\$ 1,663.48	\$ 1,269.23	\$ 1,471.91	\$ 15.87	\$ 18.40
13				\$ 3,093.67	\$ 2,998.92							
14				\$ 3,171.02	\$ 3,073.89							
15				\$ 3,250.29	\$ 3,150.74							
16				\$ 3,331.55	\$ 3,229.51							
17				\$ 3,414.84	\$ 3,310.25							
18				\$ 3,500.21	\$ 3,393.00							
19				\$ 3,587.71	\$ 3,477.83							
20				\$ 3,677.41	\$ 3,564.77							
21				\$ 3,769.34	\$ 3,653.89							
22				\$ 3,863.57	\$ 3,745.24							
23				\$ 3,960.16	\$ 3,838.87							
24				\$ 4,059.17	\$ 3,934.84							
25				\$ 4,160.65	\$ 4,033.21							
26				\$ 4,264.66	\$ 4,134.04							
27				\$ 4,371.28	\$ 4,237.39							

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

RESOLUTION 22-47

In the matter of:

AMENDMENT NO. 1 TO THE FY 2022-2023 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 2022-2023; and

WHEREAS, Amendment No. 1 will result in increased net total budgetary appropriations of \$320,915 as detailed in the attachments, attached hereto and made a part of this Resolution No. 22-47 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 1 to the FY 2022-2023 Overall Work Program/Financial Plan is hereby authorized.

AUTHORIZED AND SIGNED THIS 20th DAY OF OCTOBER 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 20th day of October 2022.

\_\_\_\_\_  
Ahron Hakimi,  
Executive Director  
Kern Council of Governments

Date: \_\_\_\_\_



## III. G. COG

October 20, 2022

TO: Transportation Planning Policy Committee

FROM: Ahron Hakimi  
Executive Director

By: Linda Urata *LAU*  
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. G.  
Memorandum of Understanding between Kern COG and California City, an EV Charging  
Station Site Host funded by the California Energy Commission Agreement ARV-20-010-  
01

### DESCRIPTION:

Enter into a Memorandum of Understanding (MOU) with California City, to serve as an Electric Vehicle (EV) charging station site host who is being awarded funding as a sub-contractor on the EV Ready Communities Challenge Phase II – Blueprint Implementation grant of \$2.5 million from the California Energy Commission (CEC). County Counsel has approved the MOU as to form.

### DISCUSSION:

The California Energy Commission's Clean Transportation Program awarded \$2.5 million to Kern Council of Governments to implement four areas of its 2019 Kern EV Charging Station Blueprint: EV Charging Station Installation, Outreach, Workforce Development, and expansion of the MioCar electric carshare program. California City was an initial partner on the Kern COG request for funding to install EV Charging Stations.

Under the MOU, California City will receive \$99,000 to move forward with its purchase of on mobile, off-grid charging station hub to power two Level 2 charging stations or one DC Fast Charging station, as funding levels allow. California City will provide matching funds in the amount of \$32,000. These funds have been secured through a grant from the East Kern Air Pollution Control District.

California City commits to conduct outreach activities to celebrate the station opening, to promote the charging station in their community, to collect data for analysis and to responsibly administer and report on the project to Kern COG who will report to the California Energy Commission.

The 2019 Kern EVCS Blueprint identified high-impact charging station locations within the jurisdictions of Kern COG's member agencies, demonstrating opportunities to benefit disadvantaged communities. Six Kern COG member agencies have requested and will receive funding through this opportunity: the cities of Arvin, California City, Delano, McFarland, Shafter, and Wasco.

Staff requests that the agreement be approved.

ACTION: Approve Memorandum of Understanding between Kern Council of Governments and California City; authorize Chair to sign. ROLL CALL VOTE

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II –  
Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;  
CEC Agreement ARV-20-010-01 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on October 20, 2022 by and among the CITY OF California City (“**CITY**” herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS (“**KERN COG**” herein), a Joint Powers Agency formed pursuant to the California Government Code.

**RECITALS**

WHEREAS, California Government Code Section 6502 authorizes cities and counties to enter into agreements for their mutual benefit; and

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen 3.0; and

WHEREAS, KERN COG and CITY as a subcontractor applied for grant funds and were awarded by California Energy Commission (“**CEC**” herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

WHEREAS, in January 2022 the CEC amended the EV Ready Communities Agreement ARV-20-010 with Kern COG, increasing the budget and adding tasks to the Scope of Work, and extending the termination date from March 31, 2024 to September 30, 2024; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for the amended CEC Agreement ARV-20-010-01 and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.
4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in the amended CEC Agreement ARV-20-010-01. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$96,515	\$44,033	\$140,548
	\$80,601	\$191,492	\$272,093
City of Arvin	\$99,000	\$33,000	\$132,000
<b>City of California City (Off-grid mobile unit; 2 L2 Chargers)</b>	<b>\$99,000</b>	<b>\$33,000</b>	<b>\$132,000</b>
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$99,000	\$33,000	\$132,000
Amended	\$176,735	\$58,912	\$235,647
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$99,000	\$33,000	\$132,000
Amended	\$187,500	\$62,500	\$250,000
KCCD (Bakersfield College) Amended	\$64,000	\$18,808	\$82,808
	\$427,750	\$142,584	\$570,334
Frito-Lay North America (PepsiCo)	\$232,500	\$77,499	\$309,999
MioCar EVCS and Operations	\$359,441	\$112,802	\$472,243
Program Management, Outreach, and 2024 Blueprint Consultants	\$507,000	\$0	\$507,000
KCOG Materials & Misc. including eBikes; Match includes KCOG outreach	\$21,600	\$29,500	\$51,100
<b>Charging Stations TBD</b>	<b>\$164,873</b>	<b>\$44,088</b>	<b>\$208,961</b>
<b>TOTAL</b>	<b>\$700,515</b>	<b>\$242,841</b>	<b>\$943,356</b>
	\$2,500,000	\$833,377	\$3,333,377

5. CITY agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget. City of California City agrees to comply with Attachment 1: CEC Exhibit C: Terms and Conditions. City of California City agrees to comply with Attachment 1A CEC Exhibit C eCAMS Streamlining Terms ARV-20-010-01, if the terms apply.

6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY:                      City of California City  
                                 Jim Hart, Interim City Manager  
                                 21000 Hacienda Blvd.  
                                 California City, CA 93505

KERN COG:              KERN COUNCIL OF GOVERNMENTS  
                                 Ahron Hakimi, Executive Director  
                                 1401 19th Street, Suite 300  
                                 Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties.

Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through amended agreement ARV-20-010-01.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"CITY of California City"

RECOMMENDED AND APPROVED  
AS TO CONTENT:

\_\_\_\_\_  
Jim Hart, Interim City Manager  
City of California City

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Jeanie O'Laughlin, Mayor  
City of California City

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
Legal Counsel

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED  
AS TO CONTENT:

\_\_\_\_\_  
AHRON HAKIMI                      DATE  
Executive Director

\_\_\_\_\_  
Bob Smith, Chairman                      DATE  
Kern Council of Governments

Kern Council of Governments  
APPROVED AS TO FORM:

\_\_\_\_\_  
Brian Van Wyk, Deputy Counsel for                      DATE  
Kern Council of Governments

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**EXHIBIT A**  
**Scope of Work**  
**City of California City**

**TECHNICAL TASK LIST**

Task #	Assigned	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3	NA	Workforce Development and Support
4	X	Outreach
5	X	Data Collection and Analysis

**KEY NAME LIST**

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Project Manager	Jim Hart, Interim City Manager	
2	Linda Urata	Jim Hart	Project Clean Air and East Kern APCD (match funds)
3	Linda Urata	N/A	
4	Linda Urata	Jim Hart	
5	Linda Urata	Jim Hart	

**GLOSSARY**

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
CAM	(California Energy) Commission Agreement Manager
CEC	California Energy Commission
CTP	Clean Transportation Program
CPR	CEC Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVI	Electric Vehicle Infrastructure
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division

Term/ Acronym	Definition
Kern COG	Kern Council of Governments
PM	Kern COG Project Manager
Recipient	City of California City

## Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, Kern COG submitted application #7 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021, and the Revised Notice of Proposed Awards on September 13, 2021. GFO-19-603 and Kern COG's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Kern COG's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and Kern COG's Application, the terms of this Agreement shall control.

## Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

The Kern Electric Vehicle Charging Station Blueprint (Blueprint) was created to address barriers to the installation of electric vehicle (EV) charging stations in Kern County. This Blueprint Implementation project will address principal barriers identified in the Blueprint plan.

Transportation solutions to improve air quality will vary with local transportation requirements. Many of the community dial-a-ride, transit agencies, and school districts provide transportation options that demonstrate a need for what is known as last-mile transit. Kern Council of Governments and other San Joaquin Valley Regional Planning Agencies funded a study conducted by the UC Davis Institute of Transportation Studies on rural last-mile transit. This study led to the development of MioCar. MioCar is a member-based electric carshare program and provides transportation options for people living in and near low-income housing in the Kern County communities of Wasco and Arvin/Lamont. Effective transportation solutions require programs such as MioCar to expand to new disadvantaged communities.

Workforce development offers opportunities to individuals interested in the energy or transportation fields. The transition to zero emission fuels will require individuals trained to work on cars, design and install stations, provide maintenance to cars and stations, operating vehicles takes some training and then there is always planning for the future, and autonomous vehicles.

Kern County partners require support in their areas of expertise and their efforts to serve the communities. This project will provide the funding needed to support these efforts for zero emission transportation to serve local communities.

### **Goals of the Agreement:**

The goal of this Agreement is to advance electrified transportation in and between Kern County communities in ways that provide convenient, safe, and clean transportation for a broad spectrum of residents.

### **Objectives of the Agreement:**

The objectives of the PRIME Agreement between Kern COG and the California Energy Commission are for Kern COG to administer an effective and timely program to install electric vehicle charging equipment, to expand MioCar electric carsharing to new communities, and allow Bakersfield College to expand their curriculum and install equipment for hands-on training. The public and private site hosts and communities will have an impact on EV adoption beyond their immediate locations and support electrified transportation options. Bakersfield College will be established as a leader in training the technicians of today for both the technology of today and the future.

### **Objectives of the Sub-Agreement:**

The objectives of the Agreement between Kern COG and the City of California City are for the City of California City to complete Tasks 2: install electric vehicle and equipment charging equipment, to provide usage and operational data, Task 4: conduct education and awareness efforts to support developing the use of the charging stations installed, and Task 5: complete data collection and reporting tasks as described within the Scope of Work.

## **TASK 1 ADMINISTRATION**

### **Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

#### **The Recipient shall:**

- Attend a “Kick-Off” meeting with the Project Manager, and a representative of Kern COG’s Accounting team. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Match fund documentation
  - Permit documentation
  - Subcontracts needed to carry out project

- The Project Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports
- Technical Products (Product Guidelines located in Section 5 of the Exhibit C: CEC Terms and Conditions)
- Final Report

**Recipient Products:**

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

**Project Manager Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Critical Project Review (CPR) Meetings**

CPRs provide the opportunity for frank discussions between the CEC and Kern COG. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Kern COG.

Meeting participants include the CAM and Kern COG and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC, which may include the Recipient.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with Kern COG. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send Kern COG the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide Kern COG with a written determination in accordance with the schedule. The written response may include a requirement for Kern COG to revise one or more product(s) that were included in the CPR.

**Kern COG shall:**

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products

**Task 1.3 Final Meeting.** The goal of this task is to closeout this Agreement.

**Kern COG shall:**

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. If requested by the CAM, Kern COG shall invite the Recipient to participate in the meeting and/or the written reports.

This meeting will be attended by, at a minimum, Kern COG, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with CEC funds (Options)
  - CEC's request for specific "generated" data (not already provided in Agreement products)
  - Need to document Kern COG's disclosure of "subject inventions" developed under the Agreement
  - "Surviving" Agreement provisions
  - Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

**Products:**

- Written documentation of meeting agreements
- Schedule for completing closeout activities

**Task 1.4 Monthly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

**The Recipient shall:**

- Prepare a Monthly Progress Report using the template provided by Kern COG which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager within 8 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

**Product:**

- Monthly Progress Reports

**Task 1.5 Final Report**

The goal of the Final Report from Kern COG to the CEC is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Recipient will be asked to complete a Final Report due no later than 30 days prior to the end of this agreement.

The Final Report from Kern COG to the CEC shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

**The Recipient shall:**

- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM to Kern COG.

**Products:**

- Final Report

**Task 1.6 Identify and Obtain Matching Funds**

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.



The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

**The Recipient shall:**

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Project Manager with the first monthly report following the execution of the amended Memorandum of Understanding. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

**Products:**

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

**Task 1.7 Identify and Obtain Required Permits**

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

**The Recipient shall:**

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

**Products:**

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

**Task 1.8 Obtain and Execute Subcontracts**

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC (if the CAM makes a request to Kern COG) an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

**The Recipient shall:**

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Project Manager who may share them with the Commission Agreement Manager (CAM) for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the Project Manager.

**Products:**

- Draft subcontracts
- Final subcontracts

**TECHNICAL TASKS****TASK 2 Electric Vehicle Charging Station Installation**

The goal of this task is to install one off-grid mobile solar EV charging station hub and either two Level 2 EV Charging Stations or one Direct Current Fast Charging (DCFC) EV charging stations in the City of California City.

**Recipient shall:**

- Procure, install, operate, and maintain a minimum of two Level 2 Chargers OR one Direct Current Fast Charging electric vehicle chargers at a location in the City of California City.
- Procure, install, operate, and maintain one off-grid mobile solar EV charging station hub.
- Coordinate with the Project Manager throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site, off-grid mobile charger orientation, and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as and permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers, if publicly accessible. If for private use only, data collection devices may be used in place of networking, so long as the data collection is sufficient to meet Usage and Operation Report requirements of Task 5.
- Coordinate the placement of directional and/or on-site signage to the stations.

- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, [www.afdc.energy.gov](http://www.afdc.energy.gov) (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by Kern COG and/or the CEC.
- Conduct four outreach activities, including media releases and events.
  - Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report, using the template provided by Kern COG or an approved replacement format, per Task 5.

**Products:**

- Site maps and design information for charging stations for a minimum of two host sites, with one site (Bakersfield College) possibly having multiple locations on campus. Advise the Project Manager should the stations be moved on campus or moved to another location.
- Proof of operational charging equipment and installed signage, including, but not limited to:
  - Photos of each site
  - Proof of charger availability via the Alternative Fuels Data Center Station Locator tool (<https://afdc.energy.gov/stations/#/station/new>)
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report (see Task 5)

**TASK 3 Workforce Development: DOES NOT APPLY TO CITY OF CALIFORNIA CITY**

The goals of this task are to collaborate with other public and private agency programs to increase access and opportunities for career education, and to support EV and EV Infrastructure (EVI) technician and driver training programs at Bakersfield College. The Bakersfield College Automotive Technology Program will expand course offerings to provide training for careers in transit, school transportation, EVI installation, EV Collaborations between Bakersfield College and regional car dealership associations, and appropriate Bakersfield businesses to ensure course offerings and training are those needed by local enterprises.

**TASK 4 Outreach**

The first goal of this task is to attract students to the Bakersfield College Automotive Technology Training Program courses on electric vehicles and electric vehicle infrastructure.

The second goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The third goal of this task is to identify methods to attract economic investments in electric vehicle use and electric vehicle infrastructure deployment beyond the year 2024. To update the 2019 Kern County Electric Vehicle Charging Station Blueprint, Kern COG will hire a consultant to produce a plan that will assist the region in meeting 2035 goals for zero-emission light-duty vehicle, equipment, and infrastructure deployment. Participation of the recipient is crucial and valued to this update.

**The Recipient shall:**

Participate in the 2023 TRANSIT*ions* Transit Symposia as coordinated with the Project Manager to attend, volunteer, bring a display vehicle, set up a booth, or to present on a panel.

- Develop a Quick Reference Guide (2-sided, 1 page maximum) or Best Practices (2-sided, 1 page maximum), including information on incentives and activities specific to the site, and provide to participants of Recipient and/or Kern COG outreach activities. A template may be provided by Project Management Consultant to be hired by Kern COG. Submit a digital master-quality copy of either product to the Project Manager.
- Participate in at least one of the activities below related to the update to the 2019 Kern EV Charging Station Blueprint. Recipient may be asked to provide:
  - Survey responses
  - Technical Review of the Draft Blueprint
- Suggest additional sites for EV Charging Stations at the Recipient's same or other locations in Kern County

**Products:**

- Quick Reference Guide or Best Practice Document
- 2023 TRANSITions Transit Symposium participation reported on the Monthly Report
- Outreach efforts summarized and reported with the Monthly Report. Include materials used (fliers, website screenshot, other)
- 2024 Kern County EV Charging Station Blueprint participation documented in the Monthly Reports

**TASK 5 Data Collection and Analysis**

The goal of this task is for Kern COG to collect operational data from the Recipient, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report by Kern COG to the CEC.

The Recipient shall:

- Collect the following data and report it on the Kern COG Usage and Operations Report template:
  - Number, type, date, and location of chargers installed.
  - Nameplate capacity of the installed equipment, in kW.
  - Number and type of outlets per charger.
  - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
  - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
  - Data on chargers over a twelve-month period, including:
    - Number of charging sessions.
    - Average charging session duration.
    - Average kWh.
    - Average charger downtime.

Products

- Usage and Operations Report submitted each six months following the station opening through October 2024

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**EXHIBIT B**  
**Schedule of Products and Due Dates**  
**City of California City**

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
<b>1.1</b>	<b>Attend Kick-off Meeting</b>		<del>6/25/2024</del> 11/08/2022	<del>4/30/2024</del> 8/10/2022
		Updated Schedule of Products		
		Updated List of Match Funds	<del>6/25/2024</del> 11/08/2022	<del>4/30/2024</del> 8/10/2022
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
	Kick-Off Meeting Agenda (Kern COG)	Kern COG to coordinate by 11/30/2022	5/27/2021	
<b>1.2</b>	<b>Critical Project Review Meetings</b>			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
<b>1.3</b>	<b>Final Meeting</b>			
		Written documentation of meeting agreements	N/A	<del>2/29/2024</del> 8/29/2024
		Schedule for completing closeout activities	N/A	<del>3/29/2024</del> 9/27/2024
<b>1.4</b>	<b>Monthly Progress Reports</b>			
		Monthly Progress Reports	The last day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
<b>1.5</b>	<b>Final Report</b>			
		Final Outline of the Final Report	N/A	<del>12/12/2023</del> 8/12/2024
		Draft Final Report (no less than 60 days before the end term of the agreement)	N/A	<del>1/12/2024</del> 10/30/2024
		Final Report	<del>N/A</del> Delivered with final invoice, no later than 9/10/2024.	<del>3/12/2024</del> 12/20/2024
<b>1.6</b>	<b>Identify and Obtain Match Funds</b>			
		A letter regarding match funds detailing match funds provided	<del>6/25/2024</del> 11/08/2022 with Monthly Report	<del>4/30/2024</del> 3/31/2022
		Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	<del>4/30/2024</del> 4/29/2022

	Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds
	Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
<b>1.7</b>	<b>Identify and Obtain Required Permits</b>		
	Letter documenting the permits or stating that no permits are required	When RFP is released. If no RFP, send prior to start of work. If project already awarded, send with executed MOU. All letters received by <del>5/31/2022</del> 3/01/2023.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2022
	A copy of each approved permit (if applicable)	Within 5 days of receiving each permit.	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 5 days of change in list of permits.	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
	Copy(ies) of final approved permit(s), if applicable	Within 5 days of obtaining permit(s)	Within 10 days of obtaining permit(s)
<b>1.8</b>	<b>Obtain and Execute Subcontracts</b>		
	Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	<del>5/19/2021</del> 10/10/2022
	Draft subcontracts	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
	Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
<b>2</b>	<b>Electric Vehicle Charging Station Installation</b>		
	Site maps and design information for charging stations	<del>10/30/2021</del> 12/29/2022	<del>11/29/2021</del> 10/29/2022
	Photos to document station progress and completion, including operational charging equipment, installed signage, AFDC Station Locator Listing weblink or verification email	With monthly reports, as changes occur. Within 30 days of station commission.	<del>6/29/2023</del> 9/01/2023 (all 10 sites, not only City of California City)

	AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the event or outreach effort.	Ongoing to <del>November 20, 2023</del> September 30, 2024
	Semi-annual EVSE usage reports (Note: Assumes stations open by 3/01/2023; requirement is for 12 months of data, ending 9/30/2024).	First report by <del>6/1/2022</del> 9/01/2023 then every six months until grant completion date	First report by 6/1/2022 then every six months until grant completion date
<b>3</b>	<b>Infrastructure to Support Workforce Development</b>	<b>N/A</b>	
	Photos to document students and instructors using the EVEN off-grid mobile charging station and level 2 charger installations; delivery of trailer.	N/A	12/13/2024 8/08/2024
	Report summarizing the use of the charging equipment at Bakersfield College	N/A	4/8/2024 8/08/2024
<b>4</b>	<b>Outreach</b>		
	Quick Reference Guide or Best Practices Flier (2 pages)	2/15/2024	5/15/2024
	Copies of agendas, registrations, and photos	As the three events are scheduled, Kern COG and CEC program managers must be invited to participate or copied on the outreach. Documents included with monthly report following the	As the events occur and are scheduled



		event.	
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation described on the Monthly Report	With the monthly report following the event.	Within 45 days of the event
	Event report for each of the three additional public electric vehicle charging events, media releases, emails to employees, or training workshops	With the monthly report following the event	Within 45 days of the event
	Ride and Drive event or a National Drive Electric Week participation or promotion reported on Monthly Report	N/A	Within 45 days of the event
<b>5</b>	<b>E-Bike Pilot</b>		
	Summary E-Bike Report	Pending placement of eBikes.	6/29/2023

**EXHIBIT C**  
**Budget**  
**City of California City**

**SEE ATTACHMENT: 7/21/2022 eCAMS Budget City of California City**

<b>Task No.</b>	<b>Subcontractor Name</b>	<b>Purpose</b>	<b>CA Business Certifications DVBE/ SB/MB/None</b>	<b>Energy Commission Funds</b>	<b>Match Share</b>	<b>Total<sup>1</sup></b>
2	City of California City	Purchase one mobile off-grid solar powered EV Charging Station Hub and either two (2) Level 2 EV Chargers OR one (1) Level 3 DC Fast Charging electric vehicle charging station		\$ 99,000	\$ 33,000	\$ 132,000

<sup>1</sup>Project Total share obligated by Kern COG may not be larger than \$132,000 and may include EVSE, Installation, Utility, Labor, and Outreach expenses. Site host must abide by the eligible expenses outlined in the California Energy Commission Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding. If total project funding is less than \$132,000 the city host may be asked to apply funds to another EVSE project or to release excess funding not needed. If total project cost exceeds \$132,000 the City of California City is responsible for completing the project with other funding.