

**AGENDA  
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY  
January 19, 2023  
6:30 P.M.**

**SPECIAL NOTICE**

**Public Participation and Accessibility  
January 19, 2023, 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 **January 19, 2023, 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. January 19, 2023 (**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 – November 17, 2022**

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Kern COG's 2022 Regional Award of Merit Ceremony** (Campbell)

**Comment:** Announcement of the 2022 Regional Awards of Merit recipients.

**Action:** Information.

E. **Amendment #1 to EV Ready Communities Memorandum of Understanding between Kern COG and the City of Arvin as funded by the California Energy Commission agreement ARV-20-010-01** (Urata)

**Comment:** Amendment #1 to the Electric Vehicle (EV) Ready Communities Memorandum of Understanding (MOU) between Kern Council of Governments and the City of Arvin to (1) Add tasks to the Scope of Work, (2) Extend the termination date, (3) Update the Schedule of Products, (4) Increase the budget, and (5) Increase the matching fund requirement. County Counsel has approved the agreement as to form.

**Action:** Approve the Agreement between Kern Council of Governments and the City of Arvin; authorize Chair to sign. ROLL CALL VOTE.

F. **EV Ready Communities Kern County Electric Vehicle Charging Station Blueprint Implementation Sub-Agreement between Kern COG and Biking for Fun, Inc. dba Bike Bakersfield** (Urata)

**Comment:** Kern Council of Governments will enter into an agreement with Biking for Fun, Inc. doing business as Bike Bakersfield to implement an electric bicycle pilot program.

County Counsel has approved the Agreement as to form.

**Action:** Approve the sub-agreement between Kern Council of Governments and Biking For Fun, Inc. dba Bike Bakersfield, and adopt Resolution 23-03 authorizing the Executive Director to sign. ROLL CALL VOTE.

**G. Metro Bakersfield Long-Range Transit Plan** (Enriquez)

**Comment:** Award contract to Nelson\Nygaard for the Metro Bakersfield Long-Range Transit Plan. County Counsel has reviewed this contract.

**Action:** Approve the contract for Metropolitan Bakersfield Long Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in an amount not to exceed \$338,861 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

**H. Local Clearinghouse:**

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

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

Federal Agency: Bureau of Reclamation  
Catalog No.: 15.564  
Title: CVP Conservation Program & CVPIA Habitat Restoration Program FY23  
Description: Floodplain habitat enhancement at the Bakersfield Environmental Studies Area (BESA), lower Kern River, Kern County, CA

**Federal Funds:** \$834,361.00

**Total Funds:** \$937,201.00

**Applicant: Crimson Renewable Energy, LLC**

Address: 17731 Mullux Road  
Bakersfield, CA 93311  
Contact: Harry Simpson

Federal Agency: USDA Rural Development  
Catalog No.: 10.754  
Title: Higher Blends Infrastructure Incentive Program  
Description: A fuel terminal project to install 5 dispensers and 2 loading bays to offer B20 biodiesel

**Federal Funds:** \$399,521.00

**Total Funds:** \$968,572.00

**Applicant: Rani Alhabroun**

Address: 3601 Stockdale Highway  
Bakersfield, CA 93309  
Contact: Rani Alhabroun

Federal Agency: Catalog of Federal Domestic Assistance Number  
Catalog No.: 10.754  
Title: Notice of Funding Opportunity for the Higher Blends Infrastructure Incentive Program (HBIIP) for Fiscal Year 2022  
Description: \$1,200,000.00 is needed to install underground storage tanks with pumps and canopy and equipment and construction costs.

**Federal Funds:** \$200,000.00

**Total Funds:** \$400,000.00

- 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 February 16, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for November 17, 2022

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

THURSDAY  
November 17, 2022  
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:00 p.m.

**I. ROLL CALL:**

**Members Present:** Couch, Crump, Krier, Creighton, Prout, Reyna, B. Smith, P. Smith, Tafoya, Trujillo, Vasquez

**Congestion Management Agency Ex-Officio Members:** Warney, Mendibles, Peacock

**Members Absent:** Blades, Parra, Scrivner

**Others:** Franz, Topete, Parker, Hallen, Hightower, Viterelli, Kemp

**Staff:** Hakimi, Napier, Ball, VanWyk, Urata, Pacheco, Stramaglia

- 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 – October 20, 2022**

**B. Concurrence in Actions of TPPC**

**C. Response to Public Comments**

**D. Amendment #1 to the Medium Duty/Heavy Duty Zero Emission Vehicle Infrastructure Blueprint Agreement ARV-21-012-01 between Kern COG and the California Energy Commission (Urata)**

**Action:** Approve Amendment #1 to the agreement ARV-21-012-01 between Kern Council of Governments and the California Energy Commission; authorize Chair to sign form CEC-140. **ROLL CALL VOTE**

**E. Amendment #1 to the Medium Duty/Heavy Duty Zero Emission Vehicle Infrastructure Blueprint Agreement between Kern COG and Gladstein, Neandross & Associates (Urata)**

**Action:** Approve Amendment #1 to the agreement between Kern Council of Governments and Gladstein, Neandross & Associates; authorize Chair to sign a memo granting the extension for time, and updating the Schedule of Products. ROLL CALL VOTE

F. **Local Clearinghouse:** None.

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

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

**IV. REGIONAL EARLY ACTION PLANNING 2.0 GRANT FUNDING PROGRAM (Napier)**

**Comment:** The Regional Early Action Planning Grants of 2021 (REAP) 2.0 are a key part of strategic investments toward a more sustainable, resilient, and inclusive future for people in all areas of the state. REAP 2.0 builds on the success of 2019's REAP program but expands the focus by integrating housing and climate goals and allowing for broader planning and implementation investments, including infrastructure.

**Action:** (1) Approve the recommendation of the TTAC/RPAC as follows:

- \$750,000 Wasco Alley Rehabilitation for ADUs
- \$230,235 Shafter Tract 6713
- \$6,000,000 Bakersfield Senior Center Affordable Senior Housing & Facility
- \$5,690,482 Arvin "Keeping it Green in the San Joaquin"

and create a contingency list with the application to include:

- \$3,000,000 Bakersfield Hageman Bike Path
- \$1,609,518 Remained of Arvin Project

(2) Adopt Resolution No. 22-49 and authorize the Chairman to sign. (ROLL CALL VOTE)

COMMITTEE MEMBER REYNA MADE A MOTION TO APPROVE THE RECOMMENDATION OF THE TTAC/RPAC AND ADOPT RESOLUTION NO. 22-49 AND AUTHORIZE THE CHAIRMAN TO SIGN; SECONDED BY COMMITTEE MEMBER TRUJILLO, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

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

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

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

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

Executive Director Hakimi made the following report:

- Nominations are open for the 2021 Regional Awards of Merit – Deadline is Thursday, December 1, 2022. An Ad Hoc Committee may be needed to review/select the

awards. Committee Member Krier, Prout and Couch volunteered.

**IX. MEMBER STATEMENTS:**

**X. CLOSED SESSION:**

None.

**XI. ADJOURNMENT:** Seeing no other comments the meeting adjourned at 7:20 p.m. **NEXT MEETING – December 15, 2022 (May be dark)**

Respectfully submitted,

ATTEST:

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

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

DATE: \_\_\_\_\_



## III. D. COG

January 19, 2023

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.  
Kern COG's 2022 Regional Award of Merit Ceremony

### DESCRIPTION:

Announcement of the 2022 Regional Awards of Merit recipients.

### DISCUSSION:

Kern Council of Governments will honor 15 individuals and programs for making significant contributions to this area's quality of life through innovative, cooperative efforts during its annual Regional Awards Program on March 2, 2023.

The winners, divided among nine broad categories, are:

#### **Local Government:**

- City of Bakersfield Parks and Recreation Department – *Park Rehabilitation*

#### **Community Involvement:**

- Ed Gaither and Gary Summers – *American Legion Fellows Post 63 Rehab*

#### **Transportation:**

- Robert Williams – *GET Bus On Demand (Co-Mingled) Service*

#### **Journalism:**

- Kern Government Television – *Around the County Weekly Government Newscast*

#### **Ken Volpe Environmental Resources and Conservation:**

- Michael Dillenbeck, KC Public Works and Jon Parker. Kern Water Bank Authority – *Kern River Bike Path Western Extension*
- Chris James – *GET Bus Hydrogen Fueling Station*



**Richard A. Maxwell Public Safety:**

- City of Bakersfield and Kern County Behavioral Health and Recovery Services – *The Mental Health Responder Pilot Program*

**Innovation:**

- Helping Hands – *Probation Auxiliary County of Kern (PACK)*
- Regional Occupation Programs – *Kern High School District*
- Location-based Artificial Intelligence Data – *City of Tehachapi*
- Shafter Library & Learning Center – *City of Shafter*

**Darrel Hildebrand Distinguished Leadership - Individual:**

- Ryan Alsop – *Kern County Chief Administrative Officer*
- Greg Garrett – *City Manager, City of Tehachapi*

**Darrel Hildebrand Distinguished Leadership - Organization:**

- Kern Education Pledge – *Kern County Superintendent of Schools*

**Ronald E. Brummett Lifetime Achievement - Private Citizen:**

- Cynthia Tonkin – *City of Maricopa*

Kern COG is celebrating 31 years of recognizing those programs and people in our region whose ideas and hard work have made life in Kern County better for us all.

The awards banquet will be held on Thursday, March 2, 2023, at Seven Oaks Country Club, 2000 Grand Lakes Ave., Bakersfield, Calif. 93311. Dinner starts at 5:30 p.m. with the presentation of awards at 6 p.m. Cost is \$65 per person, which includes a two-entree dinner buffet.

Reservations are due by noon February 27, 2023, by calling 661-635-2906 or emailing [regionalaward@kerncog.org](mailto:regionalaward@kerncog.org). No money will be accepted at the door.

**ACTION:**

Information.

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

By: Linda Urata, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.  
Amendment #1 to EV Ready Communities Memorandum of Understanding between Kern  
COG and the City of Arvin as funded by the California Energy Commission agreement ARV-  
20-010-01

**DESCRIPTION:**

Amendment #1 to the Electric Vehicle (EV) Ready Communities Memorandum of Understanding (MOU) between Kern Council of Governments and the City of Arvin to (1) Add tasks to the Scope of Work, (2) Extend the termination date, (3) Update the Schedule of Products, (4) Increase the budget, and (5) Increase the matching fund requirement. County Counsel has approved the agreement as to form.

**DISCUSSION:**

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement with Kern COG by (a) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (b) increasing the matching fund requirement to \$833,377, (c) extending the term of the agreement to September 30, 2024, (d) revising the Scope of Work, and (5) revising the Schedule of Products.

The City of Arvin was a partner on the initial application submitted by Kern COG to the CEC in October 2020. With full funding now awarded by the CEC and with Kern COG's acceptance of the funding agreement, Kern COG and the City of Arvin may move forward through an amended MOU with the City of Arvin Scope of Work including Charging Station Installation, Outreach efforts, and Charging Station Usage and Operations Reporting as stated in the amended Scope of Work and Schedule of Products.

Under the amendment to the MOU, the City of Arvin will receive \$130,100 to complete administrative reporting requirements, to purchase and one electric vehicle DC Fast Charger and three electric vehicle Level 2 chargers. The City of Arvin will provide EV Charging Data Usage and Operations Reports. Additionally, the City of Arvin will conduct outreach activities, and participate in the development of the 2024 update to the 2019 EV Charging Station Blueprint. The start date for the MOU remains November 16, 2021 and the termination date is September 30, 2024. The City of Arvin agrees to provide \$43,366 in matching funds against a total estimated project cost of \$173,466. If the total project cost exceeds \$173,466 the City of Arvin will identify additional funding to complete the project. If the project comes in under budget, the costs will be split 25% City of Arvin and 75% EV Ready Communities funding, with the remaining EV Ready Communities funding reverting to Kern COG to fund other projects.

Staff requests that the agreement be approved.

**ACTION:** Approve the Agreement between Kern Council of Governments and the City of Arvin; 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 GFO-20-010 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING (Arvin Agreement Number 2021-17) is made and entered into on April 15, 2020 and amended on January 19, 2023 by and among the CITY OF Arvin ("**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, 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, 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 CEC Agreement ARV-20-010, 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 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	\$109,004	\$191,259	\$300,263
City of Arvin	\$130,100	\$43,366	\$173,466
City of California City	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$176,735	\$58,912	\$235,647
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$187,500	\$62,500	\$250,000
Bakersfield College (KCCD)	\$427,794	142,584	\$570,378
Frito-Lay North America (Pepsico)	\$232,500	\$77,499	\$309,999
MioCar EVCS and Operations	\$359,441	\$112,802	\$472,243
Charging Stations TBD	\$99,000	\$33,000	\$132,000
Program Management, Outreach, and 2024 Blueprint Consultants, includes Travel: TBD	\$513,326	\$955	\$514,281
Bike Bakersfield E-Bike Pilot Project	\$21,600	\$0	\$21,600
KCOG Materials & Misc. Match includes Kern COG Work Elements 203.3 and 603.3 as match	\$0	\$29,500	\$29,500
<b>TOTAL</b>	<b>\$2,500,000</b>	<b>\$833,377</b>	<b>\$3,333,377</b>

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.
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 Arvin  
City Clerk  
200 Campus Drive  
Arvin, CA 93203

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 agreement ARV-20-010.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Memorandum of Understanding to be executed.

"CITY of Arvin"

RECOMMENDED AND APPROVED  
AS TO CONTENT:

\_\_\_\_\_  
Jeff Jones, City Manager  
City of Arvin

\_\_\_\_\_  
Date

[Remainder of page left blank intentionally]

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:

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AHRON HAKIMI  
Executive Director

---

Bob Smith, Chairman  
Kern Council of Governments

Kern Council of Governments  
APPROVED AS TO FORM:

---

Brian Van Wyk, Deputy Counsel for  
Kern Council of Governments

[Remainder of page left blank intentionally]

**EXHIBIT A**  
**Scope of Work**  
**City of Arvin**

**TECHNICAL TASK LIST.**

<b>Task #</b>	<b>Arvin Tasks</b>	<b>Task Name</b>
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3		Workforce Development and Support
4	X	Outreach
5		E-Bike Pilot
6		Miocar Electric Carshare Program
7	X	Data Collection and Analysis

**KEY NAME LIST**

<b>Task #</b>	<b>Key Personnel: Kern COG</b>	<b>Key Subcontractor(s)</b>	<b>Key Partner(s)</b>
1	Linda Urata, Rochelle Invina-Jayasiri	TBD	TBD
2	Linda Urata	Christine Viterelli, Dr. Jim Hart, Viviana Zamora, Diana Garcia, Maria Lara, Michael James, Andrew Haney, Anthony Cordova, Creighton Randall	Cities of: Arvin, California City, Delano, McFarland, Shafter, Wasco Frito-Lay Bakersfield College Miocar
3	Linda Urata	Andrew Haney, Anthony Cordova	Bakersfield College (Kern Community College District)
4	Linda Urata	TBD	TBD
5	Linda Urata	Asha Chandy	Bike Bakersfield
6	Linda Urata	Creighton Randall, Rachel Heckl, Gloria Huerta	Mobility Development Services, Sigala Inc.
7	Linda Urata	Same as Task 2; TBD	Site Hosts, TBD



## **GLOSSARY**

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

<b>Term/ Acronym</b>	<b>Definition</b>
Agreement	Agreement GFO-20-010 “EV Ready Communities Phase II - Blueprint Implementation” between Kern Council of Governments and the California Energy Commission
CAM	Commission Agreement Manager
CEC	California Energy Commission
CTP	Clean Transportation Program .Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
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
Kern COG	Kern Council of Governments
Project Manager (PM)	Kern COG Regional Planner managing the CEC Grant GFO-20-010
MOU	Memorandum of Understanding
Recipient	An applicant awarded a grant under a California Energy Commission solicitation
SUB	A subcontractor entering into an MOU with Kern CO who will receive funding through the grant agreement GFO-20-010 between the CEC to Kern COG. A SUB on this agreement will either be a CITY or Bakersfield College, Miocar, or Frito-Lay

### **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, the Recipient 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 Recipient’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 Recipient’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 the Recipient’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% to 90% of areas within Kern 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 the 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 this Agreement 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.

### **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 SUB prior to the meeting.

**The SUB shall:**

- Attend a “Kick-Off” meeting with the Project Manager, a Regional Planner, and an Administrative Assistant, Administration Department. The SUB shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as the SUB deems appropriate to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
  - MOU Terms and Conditions
  - Critical Project Review Support Documents (Task 1.2)
  - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place. California Energy Commission programs (such as CALeVIP) **can not be used as matching funds**. If using San Joaquin Valley Air Pollution Control District ChargeUP! funding as match, please provide the voucher numbers in your documentation of matching funds.
  - Permit documentation (Task 1.7)
  - Subcontracts needed to carry out project (Task 1.8)
  - 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 (Task 1.4)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.5)

**SUB Products:**

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

**Project Manager Product:**

- Kick-Off Meeting Agenda
- Monthly Report Template or Guidelines
- Monthly Invoice Template

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

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. 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 Recipient.

Meeting participants include the CAM and the Recipient 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.

The Recipient may request documents or participation from the SUB in order to prepare for the CPR or to answer direct questions from the CAM.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient 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 the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

**The Recipient shall:**

- Gather information from the SUB(s) to prepare the CPR Report.
- 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 identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**The SUB shall:**

- Prepare a written summary and/or provide documents as requested by the Project Manager within 5 days of the request from the Project Manager.
- Participate in the CPR, if requested by the CAM and/or the Project Manager.

**CAM Products:**

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

**Recipient Product:**

- CPR Report(s)

**SUB Product:**

- CPR SUB-Report

**Task 1.3 Final Meeting**

The goal of this task is to closeout this MOU.

**The Recipient shall:**

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, 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 Recipient'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

**The SUB shall:**

- Attend the Final Meeting between Kern COG and CEC, if requested by the CAM.
- Comply with directions from the CEC for dispensation of equipment purchased with CEC funds
- Comply with requests from the CEC for specific "generated" data (not already provided in MOU products)
- Comply with "Surviving" Agreement (between Kern COG and CEC) provisions as appropriate and

**SUB Products:**

- Written documentation of dispensation of equipment purchased with CEC funds, if requested by CAM
- Written demonstration of compliance with requests from CEC for specific "generated" data (not already provided in MOU products)
- Written documentation of compliance with "Surviving" Agreement provisions, if required

**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 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 Commission Agreement Manager within 10 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

**The SUB shall:**

- Prepare a Monthly Progress Report which summarizes all MOU activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the MOU within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager on the last working day of the month. The recommended specifications for each progress report will be provided no later than the Kick-off Meeting. Monthly Progress Reports must be submitted, even when no substantial progress has been made toward any or all of the tasks.
- 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 "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager.

**Product:**

- Monthly Progress Reports

**Task 1.5 Final Report**

The goal of the Final Report 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 Final Report 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 an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

**Products:**

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

**The SUB shall:**

- Provide a final report to the Project Manager with the final pre-retention invoice.
- The technical portion of the report 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 MOU, and recommendations for improvements

**SUB Products:**

- Outline of Final Report, if requested
- Draft Final Report
- 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 Commission Agreement Manager at least 2 working days prior to the kick-off meeting. 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)

**The SUB shall:**

- Prepare a letter documenting the match funding committed to this MOU and submit it to the Project Manager at most 10 working days following the kick-off meeting. Match funds in the amount of \$33,000.00 were a part of the proposal that led to the CEC awarding the Agreement to Kern COG. 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 SUB shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide to the Project Manager, 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. As grant funding may be secured following the date of this MOU, provide a copy of the executed grant within 10 days of receipt from the funding agency.
- Discuss match funds and the implications to the MOU if they are reduced or not obtained as committed (10 days following the kick-off meeting). 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 Project Manager if during the course of the MOU additional match funds are received.
- Notify the Project Manager within 10 days if during the course of the MOU 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.

**SUB 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 10 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)

**The SUB shall:**

- Prepare a letter documenting the permits required to conduct this MOU and submit it to the Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this MOU, then state such in the letter. If it is known at the beginning of the MOU that permits will be required during the course of the MOU, 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 SUB 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 MOU 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 MOU additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager, who will forward them to the CAM.
- As permits are obtained, send a copy of each approved permit to the Commission Project Manager, who will forward them to the CAM.
- If during the course of the MOU permits are not obtained on time or are denied, notify the Project Manager within 5 working days, noting if there are plans to appeal a decision or to re-submit. Either of these events (delay or denial) may trigger an additional CPR.

**SUB 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 MOU (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the MOU (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 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.

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January 19, 2023***

- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

**Products:**

- Draft subcontracts
- Final subcontracts

**The SUB shall:**

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this MOU to the Project Manager to submit to the CAM for review.
- Submit a final copy of the executed subcontract.
- If SUB decides to add new subcontractors, then the SUB shall notify the Project Manager who will notify the CAM.

**SUB Products:**

- Draft subcontracts
- Final subcontracts

## TECHNICAL TASKS

### TASK 2 Electric Vehicle Charging Station Installation

The goal of this task is to install a minimum of thirty-two Level 2 and four Direct Current fast charging EV chargers at a minimum of ten sites.

#### The Recipient shall:

- Procure, install, and operate a minimum of thirty-two Level 2 and four Direct Current Fast Charging electric vehicle chargers at a minimum of ten sites.
- Coordinate with site hosts throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site 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 permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the document “Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions” provided by the Project Manager, 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, so long as the data collection is sufficient to meet Usage and Operation Report requirements.
- 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 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.

#### Products:

- Site maps and design information for charging stations for ten host sites
- 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
- AB 841 Certification and EVITP Certification Numbers

- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report

**[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]**

**The SUB shall:**

- Procure, install, and operate a minimum of three (3) Level 2 and one (1) Direct Current Fast Charging electric vehicle chargers at a minimum of one site.
- Coordinate with Project Manager and other sites or funding agencies if necessary throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site 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 permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by SUB'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.
- 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 the CEC.
- Conduct four outreach activities, including city council presentations, employee notices, 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. To the Project Manager, with the first report due 6 months from the date the station is online, or by 3/01/2024 (whichever comes first) and then every six months to September 30, 2024, prior to the closeout of the contract between Kern COG and the CEC in 2024.

**SUB Products:**

- Site maps and design information for charging stations for the host city
- 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
- AB 841 Certification and EVITP Certification Numbers
- Documentation for four outreach activities, which may include: outreach materials, photos, presentations, agendas, minutes, press releases, social media posts
- Semi-annual EVSE usage reports

**[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]**

### **TASK 3 Infrastructure to Support Workforce Development**

**[DOES NOT APPLY TO THE CITY OF ARVIN]**

### **TASK 4 Outreach**

The 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 Recipient shall:**

- Conduct ongoing EV and EVI outreach activities, including direct outreach to participating sites, and hosting the 2022 and 2023 TRANSITions Transit Symposiums.
  - Develop quick reference guides for participating sites, including information on incentives and activities specific to the site area, and provide to participants of outreach activities. Submit copies of quick reference guides to the CAM.
  - Invite project partners to speak and/or have a booth.
  - Provide copies of agendas, registrations, and photos.
  - Write and submit event reports for 2022 and 2023 TRANSITions Transit Symposiums.
- Conduct at least three additional public electric vehicle charging events
- or training workshops including, but not limited to, hosting or sponsoring electric vehicle and charger workshops for first responders and teachers.
  - Provide copies of agendas, registrations, and photos.
  - Write and submit event reports for each of the three additional public electric vehicle charging events or training workshops.
- Host or sponsor a mass-media marketing campaign and/or a Ride and Drive Event or a booth at a National Drive Electric Week event.
  - **Mass-media marketing campaign will include input from the project partners (which may be through a task force), data analytics, interviews, images of projects, related articles in local publications, photographs of outreach events, documentation of the program's success in languages appropriate to the targeted populations, and suggested strategies that would enhance performance metrics.**
  - Provide copies of agendas, registrations, and photos.
  - **Write and submit a report on mass-media marketing campaign.**
  - Write and submit an event report for a Ride and Drive event or a National Drive Electric Week event.
- **Update the Kern COG Blueprint**
  - **The focus of the Blueprint update will be:**

- Methods to attract economic investments in electric vehicle use and electric vehicle infrastructure deployment
  - Strategies for Kern COG to attract local involvement to provide county-wide charging
  - Identifying area-specific (regional) performance metrics that Kern COG will use to measure impacts of projects and determine additional funding needs
  - Ensure input from all stakeholders by hosting a minimum of eight quarterly meetings with local communities.
  - Develop strategies for implementing projects that support performance metrics.
- Write and submit 2024 Kern County EV Charging Station Blueprint**

**Products:**

- Quick reference guides
- Copies of agendas, registrations, and photos
- Event report for 2022 TRANSITIONS Transit Symposium
- Event report for 2023 TRANSITIONS Transit Symposium
- Event report for each of the three additional public EV charging events or training workshops
- Mass Marketing Campaign Report
- Event report for a Ride and Drive event or a National Drive Electric Week event
- 2024 Kern County EV Charging Station Blueprint

**The SUB shall:**

- Conduct ongoing EV and EVI outreach activities, including participating in the 2022 and 2023 TRANSITIONS Transit Symposiums.
  - SUB will be invited to speak and/or have a booth
  - Provide copies of SUB registrations, presentation materials, handouts and/or photos.
  - Write and submit participation reports for 2022 and 2023 TRANSITIONS Transit Symposiums.
  - Produce a two-page Quick Reference Guide. Kern COG or its consultant may provide a template to the SUB
  - Report documenting outreach to staff and/or the public regarding the EV Charging Station; include media releases, if used, and photos if events are held (ex. From a ribbon cutting, using the stations)
  - Participate in the development of the 2024 Kern County EV Charging Station Blueprint

**SUB Products:**

- Copies of agendas, registrations, and photos from staff and/or public outreach activities
- Participation report for 2022 TRANSITIONS Transit Symposium
- Participation report for 2023 TRANSITIONS Transit Symposium
- Quick Reference Guide
- Participation in the 2024 Kern County EV Charging Station Blueprint reported on the Monthly Report following the participation activity(ies)

## Task 5 E-Bike Pilot

[DOES NOT APPLY TO THE CITY OF ARVIN]

## TASK 6 Miocar Electric Carshare Program

[DOES NOT APPLY TO THE CITY OF ARVIN]

## TASK 7 Data Collection and Analysis

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

### The Recipient shall:

- Collect the following data:
  - 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

- Data collection information and analysis will be included in the Final Report

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

<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>			
		Updated Schedule of Products	6/25/2021 and 2/08/2023	4/30/2021 and 8/10/2022
		Updated List of Match Funds	6/25/2021 and 2/08/2023	4/30/2021 and 8/10/2022
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	6/18/2021	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	2/29/2024 8/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024 8/29/2024
<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. No later than the 8 <sup>th</sup> day of the following month.	The 10 <sup>th</sup> 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	12/12/2023 8/12/2024
		Draft Final Report (no less than 60 days before the end term of the agreement)	Delivered with final pre-retention invoice.	4/12/2024 10/30/2024
		Final Report	N/A	3/12/2024 12/20/2024
<b>1.6</b>	<b>Identify and Obtain Match Funds</b>			
		A letter regarding match funds detailing match funds provided	6/25/2021 and 2/08/2023	4/30/2024 3/21/2022
		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.	4/30/2024 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 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 and final approved permits (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
<b>1.8 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 Electric Vehicle Charging Station Installation</b>		
Site maps and design information for charging stations	<del>10/30/2021</del> 3/31/2023	<del>11/29/2021</del> 10/29/2022
Photos to document station progress and completion	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 Arvin)
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

**Amendment #1  
January 19, 2023**

	<p>Outreach materials, photos, presentations, agendas, minutes</p> <p>Semi-annual EVSE usage reports (report for a minimum of 12 months)</p>	<p>Provided with monthly report following the event or outreach effort.</p> <p>First report by <del>6/1/2022</del> 3/01/2024 (or within 6 months of the station coming online) then every six months until grant completion date</p>	<p>Ongoing to <del>November 20, 2023</del> September 30, 2024</p> <p>First report by 6/1/2022 then every six months until grant completion date</p>
<b>3</b>	<p><b>Infrastructure to Support Workforce Development DOES NOT APPLY TO THE CITY OF ARVIN</b></p> <p>Photos to document BEAM EV ARC and level 2 charger installations; delivery of stow kit and trailer.</p> <p>Report summarizing the use of the charging equipment at Bakersfield College</p>	<p>N/A</p> <p>N/A</p>	<p><del>12/13/2021</del> 8/08/2024</p> <p>1/8/2024 8/08/2024</p>
<b>4</b>	<p><b>Outreach</b></p> <p>Quick Reference Guide or Best Practices Flier (2 pages)</p> <p>Copies of agendas, registrations, and photos</p> <p>Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation on the Monthly Report.</p> <p>Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation on the Monthly Report</p>	<p>2/15/2024</p> <p>As the events are scheduled, Kern COG and CEC program managers must be invited to participate. Documents included with monthly report following the event.</p> <p>With the monthly report following the event.</p> <p>With the monthly report following the event.</p>	<p>5/15/2024</p> <p>As the events occur and are scheduled</p> <p>Within 45 days of the event</p> <p>Within 45 days of the event</p>

	Ride and Drive event, National Drive Electric Week Event participation or promotion reported on the Monthly Report.	N/A	Within 45 days of the event
	Event report for a Ride and Drive event or a National Drive Electric Week	N/A	Within 45 days of the event
5	<b>E-Bike Pilot DOES NOT APPLY TO THE CITY OF ARVIN</b>		
	Summary E-Bike Report	NA	6/29/2023
6	<b>Miocar Electric Carshare DOES NOT APPLY TO THE CITY OF ARVIN</b>		
7	<b>Data Collection and Analysis</b>		
	Confidentiality Request Letter Submitted to Kern COG and the California Energy Commission, if needed	1/31/2023	01/15/2023
	Usage (Task 2) and Operations/Maintenance Report	Report submitted each 6 months following the station opening through October 2024.	12/20/2024

**EXHIBIT C**  
**Budget**  
**City of Arvin**

<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 Arvin	Install and commission 1 DCFC charging station and 3 L2 chargers*		\$ 99,000 \$ 130,021	\$ 33,000 \$ 43,340	\$ <del>132,000</del> \$ 173,361

<sup>1</sup>Project Total may be larger than \$173,361 and may include EVSE, Installation, Utility, Direct Labor, and Outreach expenses. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding. If total project funding is less than \$173,361 the city host may be asked to apply funds to another EVSE project or to return excess funding not needed.

**\*Note: The following indicates the project requested/supported.**



## III. F. COG

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

By: Linda Urata  
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. F.  
EV Ready Communities Kern County Electric Vehicle Charging Station Blueprint  
Implementation: Sub-Agreement between Kern COG and Biking for Fun, Inc. dba Bike  
Bakersfield

### DESCRIPTION

Kern Council of Governments will enter into an agreement with Biking for Fun, Inc. doing business as Bike Bakersfield to implement an electric bicycle pilot program. County Counsel has approved the Agreement as to form.

### DISCUSSION:

Kern Council of Governments (Kern COG) seeks to increase active bicycle transportation through a program that raises confidence in cyclists and improves safety along bike routes in Kern County's Disadvantaged Communities (DACs) as defined by CalEnviroScreen3.0.

The California Energy Commission awarded an EV Ready Communities grant to Kern COG (Agreement ARV-20-010-01) which includes a task for an electric bike (E-Bike) pilot project. The budgeted amount is \$21,600 for the purchase of six E-Bikes and the deliverable is a Summary Report.

In July 2022, Kern COG entered into an agreement that terminates on February 16, 2024, with Bike Bakersfield whereby they would conduct a non-Infrastructure project titled "Safe Routes for Cyclists in Kern County's Disadvantaged Communities" (Safe Routes for Cyclists) funded by an Active Transportation Program Cycle 5 grant from the California Transportation Commission.

The proposed agreement commences on January 19, 2023, and terminates on February 16, 2024. With a budget of \$21,600, Bike Bakersfield will purchase a minimum of six electric bicycles. Funds may also cover outreach materials and/or E-Bike accessories as identified in the pilot development and as funds are available, with the approval Kern COG. Bike Bakersfield will develop outreach materials and instruction guidance to integrate the E-Bikes into the traditional "Safe Routes" program areas of Education and Encouragement carried out during Safe Routes for Cyclists. Education will promote good road user behavior and provide bicycle skills training and bicycle maintenance training. Encouragement will provide outreach and activities based on local input.

Staff requests that the Sub-Agreement be approved, and the Vice Chairman be authorized to sign.

### ACTION:

Approve the sub-agreement between Kern Council of Governments and Biking For Fun, Inc. dba Bike Bakersfield, and adopt Resolution 23-03 authorizing the Executive Director to sign. ROLL CALL VOTE.

RESOLUTION NUMBER: 23-03  
AUTHORIZING BOARD VICE CHAIRMAN ZACK SCRIVNER TO SIGN  
MEMORANDUM OF UNDERSTANDING  
BETWEEN KERN COUNCIL OF GOVERNMENTS  
AND BIKING FOR FUN, INC. DBA BIKE BAKERSFIELD  
UNDER THE  
CALIFORNIA ENERGY COMMISSION  
PRIME AGREEMENT ARV 20-010-01

I, Brian VanWyk, Legal Counsel to Kern Council of Governments, do hereby certify that this is a full, true and correct copy of a resolution duly adopted by the Board of Directors of Kern Council of Governments, at its meeting duly called at Kern Council of Governments, 1401 19<sup>th</sup> Street, Suite 300, Bakersfield, CA 93301, on the 19th day of January, 2023, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

RESOLVED that the person holding the position of Vice Chairman of the Kern Council of Governments Board of Directors, is hereby authorized to execute on behalf of Kern Council of Governments the agreement with Biking for Fun, Inc. dba Bike Bakersfield to purchase electric bicycles and carry out an electric bicycle pilot project as the Project Manager for the EV Ready Communities Grant from the California Energy Commission to Kern Council of Governments for the project titled "Kern County Electric Vehicle Charging Station Blueprint Implementation".

IN WITNESS WHEREOF:

KERN COUNCIL OF GOVERNMENTS

---

Brian Van Wyk, Kern County Counsel

January 19, 2023  
DATE

## MEMORANDUM OF UNDERSTANDING

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

Biking for Fun, Inc. dba Bike Bakersfield  
Subcontractor to Kern Council of Governments;  
CEC Agreement GFO-20-010-01 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on January 19, 2023 by and among Biking for Fun, Inc. ("**Bike Bakersfield**" herein), a federally designated 501(c)(3) non-profit organization and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

### RECITALS

WHEREAS, BIKE BAKERSFIELD, 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, BIKE BAKERSFIELD, and KERN COG understand that the deployment of electric bicycles (eBikes) requires specialized education and awareness, having entered into an agreement where BIKE BAKERSFIELD is the project manager on the California Department of Transportation funded Active Transportation (ATP) Cycle 5 grant project titled, "Safe Routes for Cyclists in Kern County's Disadvantaged Communities"; and

WHEREAS, BIKE BAKERSFIELD and KERN COG recognize that the deployment of electric bicycles in communities throughout Kern County can reduce transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen3.0; and

WHEREAS, KERN COG applied for grant funds that were awarded by the California Energy Commission ("**CEC**" herein) to purchase eBikes to be used to pilot public awareness efforts regarding eBikes through the ATP Cycle 5 grant program; 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, specifically including a task to pilot eBikes; and

WHEREAS, BIKE BAKERSFIELD will (a) carry out the scope of work and schedule, (b) participate in program management meetings, and (c) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-010-01 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 BIKE BAKERSFIELD as a subcontractor through this MOU.

THEREFORE, KERN COG AND BIKE BAKERSFIELD AGREE AS FOLLOWS:





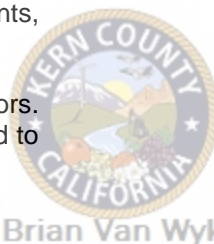
## AGREEMENT

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 BIKE BAKERSFIELD as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. BIKE BAKERSFIELD agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. BIKE BAKERSFIELD will secure additional funding through the ATP Cycle 5 grant or other means to conduct the eBike pilot efforts identified through this MOU; and will inform Kern COG through program reports sent directly to KERN COG.
4. BIKE BAKERSFIELD agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget. Bike Bakersfield agrees to comply with Attachment 1: CEC Exhibit C: Terms and Conditions.
5. The Term of this agreement extends from January 19, 2023 to February 14, 2024.
6. The amount to be paid to Bike Bakersfield will not exceed \$21,600 for the purchase of six electric Bicycles, to carry out the attached scope of work, and to adhere to the attached Schedule of Products.
7. Bike Bakersfield and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. Bike Bakersfield 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:

BIKE BAKERSFIELD: Glenn Hammett  
Board President  
c/o Bike Bakersfield  
1708 Chester Avenue  
Bakersfield, CA 93301

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 Bike Bakersfield, Board President and the Kern Council of Governments, Board of Directors.
12. Any services of Bike Bakersfield 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 Bike Bakersfield, 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.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED  
AS TO CONTENT:

---

AHRON HAKIMI  
Executive Director  
Kern Council of Governments

---

Zack Scrivner, Vice Chairman  
Kern Council of Governments

APPROVED AS TO FORM:

CONSULTANT

---

Brian Van Wyk, Deputy Counsel for  
Kern Council of Governments

---

Glenn Hammett, President  
Bike Bakersfield

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**EXHIBIT A**  
**Scope of Work**  
**Bike Bakersfield**

**TECHNICAL TASK LIST**

Task #	Assigned	Task Name
1	X	Administration
2	X	Electric Bicycle Pilot Program
3	X	Outreach

**KEY NAME LIST**

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Project Manager	Asha Chandy	
2	Linda Urata	Asha Chandy	
3	Linda Urata	Asha Chandy	

**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
EBike	Electric Bicycle. A bicycle with an electric motor that helps to move the bicycle forward even when the rider is not turning the pedals; also often used to refer to any bicycle with an electric motor, including those where you must turn the pedals.
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
Kern COG	Kern Council of Governments
PM	Kern COG Project Manager
Recipient	Biking for Fund, dba Bike Bakersfield

## 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 PRIME 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 (Memorandum of Understanding):**

The objective of the Memorandum of Understanding between Kern COG and Bike Bakersfield is for Bike Bakersfield to complete Task 2 E-Bike Pilot Program.

## **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
  - 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
  - Quarterly 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

#### **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. If requested by the CAM, Kern COG will invite the Recipient to participate or request information from the Recipient for the CPR Meeting.

**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

**Recipient Products:** None, unless otherwise requested

**Task 1.4 Quarterly 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 Quarterly 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:**

- Quarterly 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 may 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:**

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

**Recipient Products:**

- Final Report for Recipient Task 2, if requested

**Product:**

- 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.

Bike Bakersfield is under agreement with Kern Council of Governments to serve as the Project Manager of the Caltrans Active Transportation Program Cycle 5 grant-funded project titled "Safe Routes for Cyclists in Kern County's Disadvantaged Communities" (SR4C). The efforts of the E-Bike Project will be integrated into the SR4C project scope of work, schedule of products and budget.

**The Recipient shall:**

- 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 Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Project Manager within 5 days if during the course of the Agreement existing match funds are reduced.

**Recipient Products:**

- A letter regarding match funds or stating that no match funds are provided
- 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 Project 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 Project Manager.
- As permits are obtained, send a copy of each approved permit to the Project Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Project 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.

**If applicable, 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 Bike Pilot Program**

The goal of this task is to introduce more diverse, affordable clean mobility options by launching an E-Bike awareness and education program. This program will serve low-income and disadvantaged communities.

**The Recipient shall:**

- Purchase and deploy a minimum of six E-Bikes for community mobility services, EV information, and outreach by familiarizing community with electric mobility.
  - Provide photos and copies of information and outreach material
  - Write and submit a *Summary E-Bike Report* on the use of eBike equipment, including photos, community response to the program, and EBike information and outreach materials used for the program.

**Products:**

- Summary E-Bike Report

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**EXHIBIT B**  
**Schedule of Products and Due Dates**  
**Bike Bakersfield**

<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>			
		Updated Schedule of Products	8/08/2022	8/10/2022
		Kick-Off Meeting Agenda (Kern COG)	1/26/2023	2/10/2023
<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	TBD	8/29/2024
		Schedule for completing closeout activities	N/A	9/27/2024
<b>1.4</b>	<b>Quarterly Progress Reports</b>			
		Quarterly Progress Reports	The eighth day of each month following the end of a calendar quarter during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
<b>1.6</b>	<b>Identify and Obtain Match Funds</b>			
		A letter regarding identified program funding to carry out the e-Bike Pilot	04/08/2023 with Quarterly Report	4/10/2023
		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>Obtain Permits, if applicable</b>			
<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	5/19/2021 10/10/2022
		Draft subcontracts, if needed	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
		Final subcontracts, if needed	Within 10 days of the execution	Within 10 days of the execution
<b>2</b>	<b>E-Bike Pilot</b>			
		Purchase a minimum of six (6) eBikes	Within 35 days of the execution of the agreement 2/23/2023	With the monthly report following the purchase of the eBikes
		Outreach Materials, Surveys	March 8, 2023	With the monthly report following the

		purchase of the eBikes
Workshop and Stakeholder Presentations Completed	October 31, 2023	With the monthly report following the purchase of the eBikes
Summary E-Bike Report DRAFT	11/30/2023	12/10/2024
Summary E-Bike Report FINAL	1/31/2024	2/10/2024



**EXHIBIT C**  
**Budget**  
**Bike Bakersfield**  
**January 2023**

<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 Bike Bakersfield</b>	<b>Total<sup>1</sup></b>
2	Bike Bakersfield	Purchase a minimum of 6 eBikes. May include outreach materials, and/or Bike Accessories	None	\$21,600	\$ -0-	\$ 21,600

<sup>1</sup>Project Total may be larger than \$21,600 and may include labor, design, production, outreach expenses, fringe benefits and indirect costs. Bike Bakersfield must abide by the eligible expenses outlined in the Terms and Conditions.



## III. G. COG

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

BY: Irene Enriquez  
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. G.  
METRO BAKERSFIELD LONG-RANGE TRANSIT PLAN

### DESCRIPTION:

Award contract to Nelson\ Nygaard for the Metro Bakersfield Long-Range Transit Plan. County Counsel has reviewed this contract.

### DISCUSSION:

The Metro Bakersfield Long-Range Plan is a federally required long-range plan evaluating long-range needs for the Metropolitan Bakersfield's Golden Empire Transit (GET) District service area. The Plan will evaluate GET's current services for efficiency and effectiveness. It will serve as a guideline to transition GET to a mobility management property that focuses on improvement and expansion of GET's express service, emerging bus rapid transit system and new OnDemand micro-transit service. The Plan will also consider curtailing low frequency fixed route system. Included in the plan will be updated information on GET's bus yard relocation and its potential impact, and the phased transition from Amtrak to high-speed rail service.

A thirty-day request for proposal (RFP) process for the Metropolitan Bakersfield Long-Range Plan was followed. The RFP was issued on November 16, 2022, with proposals due by December 16, 2022. One firm responded to the RFP:

#### 1. Nelson Nygaard Consulting Associates, Inc

The proposal was reviewed by Bob Snoddy, Regional Planner; Irene Enriquez, Regional Planner, Ricardo Perez, Golden Empire Transit District Planner, and found Nelson\ Nygaard to be a qualified proposer and concur with awarding the contract. The proposal is within the project budget and is scheduled to be completed in March 2024. Furthermore, Nelson\Nygaard is the consultant that provided the Metro Bakersfield Long-Range Plan in 2012. Caltrans reviewed the proposal and approves the contract award to the sole bidder.

It is recommended the Board award the bid for the Metropolitan Bakersfield Long-Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in an amount not to exceed \$338,861.

ACTION

Approve the contract for Metropolitan Bakersfield Long-Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in an amount not to exceed \$338,861 and authorize the Chairman to sign the contract.

ROLL CALL VOTE:

Attachments: Nelson\ Nygaard Contract



CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS  
AND

Nelson\Nygaard Consulting Associates

THIS CONTRACT, made and entered into this 19th day of January 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and Nelson\Nygaard Consulting Associates, Inc., 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, Kern COG needs a consultant to assist in the preparation of the Metropolitan Bakersfield Long-Range Transportation Plan Update as further described in this contract; 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 the Consultant is specified in the Scope of Work identified in the Consultant's proposal, dated December 16, 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: Irene Enriquez, Regional Planner  
Consultant: James Gamez, Principal

III. Term

Time is of the essence in this contract. The term of this contract is January 19, 2023, through April 30, 2024, 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 April 30, 2024, are subject to the inclusion and funding agency approval of this project in Kern COG's 2024/2025 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, provided that the Consultant will be compensated for all authorized services performed in accordance with the terms of this Agreement prior to termination.

#### 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 to describe 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 \$338,861 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 the 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 the Consultant of the amount in dispute and the reason therefor.

##### C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 606.5 as identified on the FY 2022-23 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: All direct labor, fringe, overhead, and fee charges should be billed by class of employee, rate per hour, and the number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the total budget). Consultant may request Kern COG approval of modifications to the direct labor or overhead so long as the total budget is not exceeded.
2. Other Direct Costs: All direct costs billed must be specifically identified. Any

travel costs may not exceed the current per diem and mileage rates established by the IRS. 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 the Consultant upon completion of the contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by the 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 the 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 scoped 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 the Consultant's Project Manager, or members of the project team, without prior written approval by the Project Manager 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 the 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 the 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, the Consultant shall be reimbursed for expenses incurred prior and will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by the 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 the 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 the 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 that 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 a fee or otherwise, the work for any purpose. Consultant is subject to the duties of the 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 that 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 negligent, reckless, or willful 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, the 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 after 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-contractor's 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, the 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 subparagraphs 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, canceled, 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 or authorized to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "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 reasonable discretion and by the written acceptance that the coverage proposed to be provided by the Consultant is equivalent to

the above-required coverages.

- G. General Liability, Auto Liability, and Umbrella/Excess Liability 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 is 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 the 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 710.405(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, the Consultant must review, sign and return to Kern COG a copy of Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit D, "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 the 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 the 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 the 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.

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 the 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 the Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes the 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 7606), 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, California 93301

OR

Jennifer Wieland  
Managing Director & Principal  
Nelson\Nygaard Consulting Associates  
811 First Avenue, Suite 610  
Seattle, WA 98104

#### 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, have 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 the 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 the 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"

CONSULTANT

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

\_\_\_\_\_  
Consultant

## Exhibit “A”

### Scope of Work

# DETAILED WORK PLAN

## 1. Project Administration

### **Task1.1 Project Kickoff**

Nelson\Nygaard will convene a kickoff meeting with the Project Steering Committee (including representatives from Kern COG and Caltrans) and key members of the consultant team. This meeting serves several purposes:

- Discuss project objectives, priorities, and expectations
- Discuss local issues and sensitivities, as well as challenges and opportunities
- Discuss community engagement activities and audiences
- Refine elements of the draft work plan

Nelson\Nygaard will submit a draft agenda to the Project Steering Committee prior to the meeting for review and revision prior to the meeting, and a meeting summary will be provided following the kickoff meeting

As part of our kickoff meeting activities, we also propose spending time on site touring the study area. Site visits are a key part of the project kickoff process, and we encourage members of the Project Steering Committee to accompany us as we observe major transfer points, destinations, key travel corridors, and bus operations along proposed BRT corridors. We also recommend convening as a group at the end of our site visit to discuss our initial impressions. This process ensures we develop a common understanding of the project.

### **Task1.2 Bi-Weekly Project Updates**

We recommend bi-weekly conference calls between our project managers and the Project Steering Committee to provide task updates and discuss immediate next steps. We will submit bi-weekly meeting agendas in advance of each call and provide meeting notes within five days of each meeting. We will also submit monthly progress reports along with invoices to formally document the project's progress and activities.

### **Task1.3 Advisory Committee Meetings**

Our project manager will present to Kern COG's Transportation Technical Advisory Committee at key project milestones to provide an update on the project schedule, key findings, scenarios and preliminary recommendations, and immediate next steps. We recommend at least three updates over the course of the plan: 1) after the completion of the Existing and Future Conditions Report, 2) following the development of initial scenarios, and 3) after the final round of community outreach.

### **Task1.4 Monthly Progress Reports & Invoices**

We will submit monthly progress reports along with invoices to formally document the project's progress and activities.



### Task 1 Deliverables

- Kickoff meeting agenda and minutes
- Bi-weekly meeting agendas and summaries
- Advisory Committee agendas, meeting notes, and action items for all meetings.
- Monthly progress reports

## 2. Existing and Future Conditions

### Task2.1 Plan Review

Immediately following the kickoff meeting, Nelson\Nygaard will conduct a thorough review of completed GET short-range and long-range plans, recent annual reports, riders survey reports, and policies. We will also review relevant and recent transportation and land use plans and studies pertaining to metropolitan Bakersfield. Summaries of key findings will be provided in the Existing and Future Conditions Report.

### Task2.2 Market Analysis

Understanding existing and future markets for transit is a fundamental part of identifying service gaps. Using the most recent American Community Survey (ACS) and Census data, Nelson\Nygaard will develop maps depicting population and employment densities, as well as the spatial distribution of various demographic and socio-economic groups to highlight areas of high transit propensity.

Using existing documents and the collective knowledge of staff, Nelson\Nygaard will identify and map destinations, including employment centers, shopping centers, major grocery stores, social services, medical facilities, educational institutions, etc.

Nelson\Nygaard will also analyze and map data from the U.S. Census Longitudinal Employer-Household Dynamics (LEHD) to better understand employment travel patterns, and origins and destinations of low-income employees. Nelson\Nygaard will also use Kern COG Travel Demand Model data to examine travel flows of the region.

- **Population and Employment Densities:** Of all the factors that impact the demand for transit, the most important is that a sufficient number of people must live and work in close proximity. Since most people walk to or from transit for at least one end of their trip, the starting points for determining whether or not there will be sufficient demand are population and employment densities.
- **Demographic Characteristics:** Certain groups, such as seniors, college students, teenagers, persons from low-income households and those with a disability tend to use transit to a greater extent than other groups. We will examine the distribution and density of these transit-dependent populations. We will also layer multiple demographic characteristics to develop a transit propensity index, indicating the relative demand for transit throughout the GET service area.





- **Destinations:** Through the use of existing documents and the collective knowledge of staff, we will also identify and map served and unserved destinations including employment centers, shopping centers, major grocery stores, social services, medical facilities, educational institutions, etc.
- **Employment Travel Patterns:** We will also analyze and map data from the U.S. Census Longitudinal Employer-Household Dynamics (LEHD) to better understand employment travel patterns, and origins and destinations of low-income employees

Nelson\Nygaard will overlay existing routes over these maps to compare existing service with respect to transit demand. From these comparisons, Nelson\Nygaard will assess where transit market opportunities exist, particularly those which are unserved or underserved.

### Task 2.3 Service Evaluation

Our work in this task will be oriented toward developing a comprehensive understanding of GET fixed-route services. Nelson\Nygaard prides ourselves on a data-driven approach, and we understand that changes to systems must reflect reliable information.

Our collective experience working with transit agency data is extensive, ranging from route-level performance data to automatic passenger counts and travel time reliability analysis. We take great care to ensure our data collection and manipulation efforts are robust and accurate so our analysis is reliable.

As a starting point in our evaluation, we will analyze a wide range of characteristics at the system level, including but not limited to the following:

- Historical ridership trends
- Service availability (days, span, headways, etc.)
- Regional connectivity
- Service hours
- Peak vehicles
- Supporting capital facilities
- Service change and implementation history

Fixed-route ridership data will be mapped to identify key connection points, destinations, and high-ridership residential areas. Nelson\Nygaard will also conduct a detailed examination of On-Demand Paratransit and On-Demand Assist service, including the following characteristics:

- Policies and procedures
- Average wait and ride times
- Historical ridership

If available, origin and destination data will be mapped to identify on-demand travel patterns.

### Task 2.4 Fleet, Facility and Maintenance Review

Nelson\Nygaard will initiate this task by reviewing characteristics of the current fleet such as vehicle type, age, capacity, mileage, fuel type, fuel source, etc. We will also review GET's Zero Emission Bus Rollout Plan and current vehicle assignments for the current operator sign-up.

Existing maintenance and administrative facilities will also be assessed to determine if they can accommodate future vehicle needs and service expansion.

Nelson\Nygaard will review maintenance processes and procedures related to fixed-route and on-demand vehicles. We recommend meeting with maintenance staff directly to obtain a clear understanding of challenges and opportunities for efficiency improvements. Several members





of our team have significant experience in the public sector and have worked closely with maintenance staff to understand challenges and needs.

### **Task2.5      Administrative Review**

The organization and staffing component defines how an agency is structured and staffed. Of particular importance are staffing levels, capacity, reporting relationships, leadership, and contractors. We will document the existing GET structure, staff size, and functions and supplement this review by GET with other similar-sized agencies. This is an area where peer review can be a powerful tool and one that will be deployed in the analytical process. As part of the peer review, we will include at least five similar agencies and research specific characteristics associated to the way each peer is organized and staffed.

### **Task 2 Deliverables**

- ExistingConditions Report (PDF format)

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## **3. Public Outreach**

### **Task3.1      Public Outreach Plan**

Community outreach and input is vital to the success of any transit study, particularly one that will likely include recommendations for network changes. Our team will develop a community participation plan from the onset to ensure the project reflects the shared needs, priorities, and values of all segments of the greater community. The plan will present a detailed approach that will be used to engage the public and stakeholders, disseminate project information, and gather feedback.

Within two weeks of the project kickoff meeting, our team will finalize a community participation plan detailing:

- Outreach goals and objectives
- Key messages and strategies to connect with community members
- Potential stakeholders
- Proposed outreach activities, tools, and methods
- Community outreach timeline with proposed locations

As one way to attract attention to the project, we propose to brand it with a unique and memorable name that we will work with Kern COG and Caltrans staff to develop. We anticipate working with Kern COG to finalize the community outreach plan, which will describe activities proposed in Tasks3.2-3.6.

### **Task 3 Deliverables**

- Public Participation Plan
- Project Website
- Community Survey
- Pop-Up Outreach
- Open House Meetings
- Outreach Summary



## 4. Scenario Development

### Task 4.1 Initial Scenarios

To determine the best way to improve the metropolitan Bakersfield transit system, Nelson\Nygaard will introduce a menu of potential service and capital investments, such as the following:

- Potential service investments
  - Bus Rapid Transit (BRT) service along high ridership corridors
  - Frequency upgrades to match service with demand and facilitate connections
  - Redesigned routes to provide more effective, efficient, and attractive service
  - Expanded service spans to maximize access to employment and education
  - Service to new areas identified as transit-supportive in the market analysis
  - Improved service coordination to facilitate transfers and reduce wait times
  - Increased on-demand service in areas that do not support fixed-route service
- Potential capital investments
  - New and upgraded operating facilities to support system growth
  - New transit centers to improve network connectivity
  - Infrastructure upgrades on future BRT corridors
  - Speed and reliability upgrades to bus transit more attractive
  - Multimodal hubs to improve network connectivity and build community
  - Technology improvements to enhance the overall transit user experience

Nelson\Nygaard will package potential service and capital investments in formats that are easy to understand using maps and written descriptions that describe the critical elements and community benefits.

Scenarios will be developed to represent different combinations of approaches rather than entire packages that would need to be selected as a whole. Instead, the purpose will be to determine which individual projects or combinations of projects in each scenario will generate the highest levels of support and then to subsequently combine the best elements of each scenario into the final recommendations.

Initial service alternatives will be presented to the Project Steering Committee and refined prior to being shared with other stakeholders and the public. Once service scenarios are developed, we will evaluate the individual components on their technical merits and vet them with stakeholders.

### Task 4.2 Recommendations

Following public outreach of the initial alternatives, Nelson\Nygaard will develop service enhancement and expansion recommendations in close collaboration with the Project Steering Committee. After finalizing service recommendations, Nelson\Nygaard will develop a phasing plan that organizes service recommendations into short-range (1-5 years), medium-range (6-10 years), and long-range (11-20 years) timeframes based on several factors such as ease of implementation, cost, funding probability, ridership potential, transportation equity, community benefits, capital requirements, environmental impacts, etc.

A simplified version of the implementation plan will also be developed in a graphic format that is easy for the general public to comprehend.

## Task 4 Deliverables

- Initial Scenarios (PowerPoint presentation)
- Recommendations (PowerPoint presentation)

## 5. Draft Plan

### Task 5.1 Draft Plan

The draft report will compile analysis, findings, and recommendations developed in previous tasks. The report will likely consist of the following chapters:

- Executive summary
- Existing service design and performance
- Current and future market conditions
- Scenario development process
- Community outreach and input summary
- Service and capital recommendations
- Financial plan
- Implementation plan

We will submit an electronic copy of the draft report to the Project Steering Committee for review and comment.

### Task 5.2 Revised Draft Plan

After receiving comments, Nelson\Nygaard will revise the draft plan. The revised draft plan will be submitted to the Kern COG Transportation Technical Advisory Committee (TTAC) for review and comments.

## Task 5 Deliverables

- Draft Plan
- Revised Draft Plan

## 6. Final Plan

### Task 6.1 Plan Presentations

Nelson\Nygaard will develop a presentation that summarizes the draft plan and deliver it to the following committees:

- Kern COG TTAC for review.
- Kern COG Transportation Planning Policy Committee (TPPC) for adoption.
- GET Board of Directors for adoption into its planning strategy.

We will then work with the Project Steering Committee to determine if any additional revisions to the draft plan are necessary.

### Task 6.4 Final Plan

After incorporating any additional revisions, the final plan will be submitted to Caltrans and posted on Kern COG's website. We will deliver the final plan in electronic format along with all supporting analysis and graphic files. Nelson\Nygaard will provide all collected data to Kern COG in a usable and formatted table for future use. We will also provide all maps, graphics, and charts used in the report and presentations. All items provided will be named and/or labeled for easy identification.



#### **Task 6 Deliverables**

- Presentation to Kern COG TTAC
- Presentation to Kern COG TPPC
- Presentation to GET Board of Directors
- Final Plan submittal to Caltrans



## Exhibit “B” Project Timeline

### Schedule

Below we have included a detailed schedule showing the expected sequence of tasks and subtasks that are included in our proposed scope of work.

**Green Cells = Project Milestones**

Task	Description	2023												2024		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Project Administration															
1.1	Project Kickoff															
1.2	Bi-Weekly Project Updates															
1.3	Advisory Committee Meetings															
1.4	Monthly Progress Reports & Invoicing															
2	Existing and Future Conditions															
2.1	Plan Review															
2.2	Market Analysis															
2.3	Service Evaluation															
2.4	Fleet, Facility and Maintenance Review															
2.5	Administrative Review															
3	Public Outreach															
3.1	Public Outreach Plan															
3.2	Project Website															
3.3	Community Surveys															
3.4	Pop-Up Outreach															
3.5	Open House Meetings															
3.6	Outreach Summary															
4	Scenario Development															
4.1	Initial Scenarios															
4.2	Recommendations															
5	Draft Plan															
5.1	Draft Plan															
5.2	Revised Draft Plan															
6	Final Plan															
6.1	Plan Presentations															
6.2	Final Plan															

# Exhibit "C"

## Project Budget

		Tim Payne		James Gamez		Naomi Armenta		Michael Bjork		Ezra Pincus-Roth		Tomoko DeLaTorre		Jungwha Yuh		Marvin Ransaldson		Ashankh Jaishankar		Michael Consurji		VMA Outreach Lead		VMA Outreach Support		VMA Outreach Support		
		Principal In Charge		Project Manager		Paratransit Lead		BRT Lead		Deputy Project Manager		GIS Lead		Visual Comms		Paratransit Support		Agency Review		Existing Conditions Analysis		Public Outreach		Public Outreach		Public Outreach		
	TASKS	\$273.71		\$225.68		\$184.91		\$182.01		\$135.77		\$164.59		\$152.87		\$121.21		\$105.56		\$101.92		\$200.00		\$150.00		\$100.00		Total Task Hours
	Task	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	
1	Project Administration	2	\$547	88	\$19,860	2	\$370	0	\$0	96	\$13,034	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	188
2	Existing and Future Conditions	80	\$21,897	44	\$9,930	4	\$740	20	\$3,640	68	\$9,232	80	\$13,167	0	\$0	40	\$4,848	60	\$6,334	74	\$7,542	0	\$0	0	\$0	0	\$0	470
3	Public Outreach	0	\$0	72	\$16,249	4	\$740	0	\$0	90	\$12,219	0	\$0	32	\$4,892	0	\$0	0	\$0	0	\$0	20	\$4,000	172	\$25,800	202	\$20,200	592
4	Scenario Development	24	\$6,569	72	\$16,249	36	\$6,657	36	\$6,552	72	\$9,775	64	\$10,534	28	\$4,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	332
5	Draft Plan	12	\$3,285	60	\$13,541	12	\$2,219	0	\$0	72	\$9,775	40	\$6,584	40	\$6,115	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	236
6	Final Plan	4	\$1,095	48	\$10,833	4	\$740	0	\$0	48	\$6,517	16	\$2,633	24	\$3,669	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	144
	Tasks Subtotal	122	\$33,392	384	\$86,660	62	\$11,465	56	\$10,192	446	\$60,553		\$32,919		\$18,956		\$4,848		\$6,334		\$7,542		\$4,000		\$25,800		\$20,200	1962

**Direct Costs**

Direct Cost		Amount
Airfare	9	\$5,400
Hotel	24	\$3,600
Per Diem	24	\$1,800
Rental Cars and Gas	24	\$2,400
Other Ground Transportation (Mileage, Transit, Parking)	24	\$1,800
Meeting Materials		\$1,000
Direct Costs Subtotal		\$16,000

**Sub-consultants**

Sub-consultants (Included with staff above)		\$50,000
Sub-consultants Subtotal		\$50,000

Proposal Grand Total		\$338,861
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Exhibit D

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 sub-recipients:
  - 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 the 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 the 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 the 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 the 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