

**AGENDA  
KERN COUNCIL OF GOVERNMENTS  
APRIL 20, 2023  
6:30 P.M.**

**PRIMARY MEETING LOCATION**

Kern Council of Governments  
Board Room  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301

**SECONDARY MEETING LOCATION  
TELECONFERENCING AVAILABLE**

Ridgecrest City Hall  
Conference Room B  
100 W. California Avenue  
Ridgecrest, CA 93555

**TPPC/Kern COG Board**

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

- I. ROLL CALL:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

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

- 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 – March 16, 2023**
- B. **Concurrence in Actions of TPPC**
- C. **Response to Public Comments**
- D. **EV Ready Communities Agreement Between Kern COG and California Clean Transportation LLC as Funded by the California Energy Commission ARV-20-0101** (Urata)

**Comment:** EV Ready Communities agreement between Kern COG and California Clean Transportation LLC to provide funding for the installation of four 11 kWh Level 2 chargers to support hotel guest and employee parking of electric vehicles at the Best Western Plus Taft Inn. County Counsel has approved the agreement as to form.

**Action:** Approve the Agreement between Kern Council of Governments and California Clean Transportation LLC; authorize Chair to sign. ROLL CALL VOTE.

- E. **Contract With Moore & Associates to Conduct Triennial Performance Audit** (Enriquez)

**Comment:** Award contract to Moore & Associates for the Triennial Performance Audits required by State law. County Counsel has reviewed this contract.

**Action:** Approve a contract for the Triennial Performance Audits to the sole bidder, Moore and Associates in an amount not to exceed \$74,954.16 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

- F. **FY 2022-2023 Overall Work Program and Financial Plan Amendment No. 2: Resolution No. 23-10** (Montalvo)

**Comment:** Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (budget). Amendment No. 2 represents a net budgetary increase of \$16,866.

**Action:** Approve Amendment No. 2 to the FY 2022-2023 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-10. ROLL CALL VOTE.

- G. **EV Ready Communities Agreement between Kern COG and California Clean Transportation LLC as Funded by the California Energy Commission ARV-20-0101** (Urata)

**Comment:** EV Ready Communities agreement between Kern COG and California Clean Transportation LLC to provide funding for the installation of two 11kWh Level 2 and one 60KW DC Fast Electric Vehicle chargers to support customer and employee electric vehicle charging at the Tony's Firehouse Pizza & Grill, 10201 CA-178, Bakersfield, CA 93306. County Counsel has approved the agreement as to form.

**Action:** Approve the Agreement between Kern Council of Governments and California Clean Transportation LLC; authorize Chair to sign. ROLL CALL VOTE.

- H. **Local Clearinghouse:**

**Applicant: County of Kern**

Address: 1115 Truxtun Ave., Fifth Floor  
Bakersfield, CA 93301-4630  
Contact: Mrs. Amanda Ruiz

Federal Agency: Bureau of Justice Assistance  
Catalog No.: 16.833

Title: National Sexual Assault Kit Initiative Kern County Unsubmitted SAR 2023 Project.

**Federal Funds:** \$2,000,000.00

**Total Funds:** \$2,000,000.00

**Applicant: County of Kern**

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Ms. Lorelei H. Oviatt

Federal Agency: U.S. Department of Housing and Urban Development

Catalog No.: 14.231

Title: Emergency Solutions Grant

Description: Serving the Unincorporated Communities of the County of Kern and Co-operative communities of California City, Ridgecrest, Shafter, and Tehachapi.

**Federal Funds:** \$399,859

**Total Funds:** \$399,859

**Applicant: County of Kern**

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Lorelei H. Oviatt

Federal Agency: US Department of Housing and Urban Development

Catalog No.: 14.239

Title: Home Investment Partnership Program

Description: Serving the Unincorporated Communities of the County of Kern and Co-operative Cities of California City, Ridgecrest, Shafter, and Tehachapi.

**Federal Funds:** \$2,166,644.00

**Total Funds:** \$2,516,644.00

**Applicant: County of Kern**

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Lorelei H. Oviatt

Federal Agency: US Department of Housing and Urban Development

Catalog No.: 14.218

Title: Community Development Block Grant

Description: Serving the Unincorporated Communities of the County of Kern and Co-operative Cities of California City, Ridgecrest, Shafter, and Tehachapi.

**Federal Funds:** \$4,652,524.00

**Total Funds:** \$4,812,524.00

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

**IV. FY 2023-2024 FINAL OVERALL WORK PROGRAM (Montalvo)**

**Comment:** The Overall Work Program (OWP) is an annual administrative procedure, undertaken to meet state and federal guidelines. Projects requested by local, state, and federal agencies that address regional issues and concerns are included in order to provide a comprehensive overview of the annual Kern COG program.

**Action:** Adopt Kern COG's FINAL 2023-2024 Overall Work Program and authorize Chair to sign Resolution No. 23-01. ROLL CALL VOTE.

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

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

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

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

A. Warrant Register

B. Timeline

**IX. 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.

**X. CLOSED SESSION: None.**

**XI. ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be May 18, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for March 16, 2023

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

THURSDAY  
March 16, 2023  
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:01 p.m.

**I. ROLL CALL:**

**Members Present:** Ayon, Couch, Blades, Crump, Krier, Creighton, Reyna, Scrivner, B. Smith, P. Smith, Murillo, Vasquez

**Congestion Management Agency Ex-Officio Members:** Parra, Warney, Navarro, Dermody

**Members Absent:** Prout

**Others:** Albright, Peacock, Eager

**Staff:** Hakimi, Napier, Campbell, Snoddy, Pacheco, Enriquez, Invina-Jayasiri, Ball, Stramaglia, Palomo, Urata, Flickinger, VanWyk

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

Chairman Smith asked for public comments. There were none.

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

**A. Approval of Minutes – February 16, 2023**

**B. Concurrence in Actions of TPPC**

**C. Response to Public Comments**

**D. Program Supplement Agreement – Rideshare Program (Heimer)**

**Action:** Approve Program Supplement Agreement, and authorize Chair to sign Agreement and Resolution No. 23-07. ROLL CALL VOTE.

**E. Fy 2021-22 Kern Council of Governments Financial and Compliance Audit Reports (Palomo)**

**Action:** Accept and file reports. ROLL CALL VOTE.

**F. Reimbursable Letter of Agreement With The California Highway Patrol for Additional Safety Related Enforcement During Inclement Weather (Napier)**

**Action:** Motion to approve funding in the amount of \$15,368.08 to provide additional enforcement during inclement weather conditions and authorize the Executive Director to approve and sign the agreement. ROLL CALL VOTE.

**G. Local Clearinghouse:**

**Applicant: White DJY, Inc.**

Address: 2600 White Lane.  
Bakersfield, CA 93304  
Contact: Kamila Duncan

Federal Agency: USDA Rural Development  
Funding Opportunity No.: RBCS-22-01-HBIIP  
Title: Higher Blends Infrastructure Incentive Program  
Description: Fueling station project requesting \$29,125 in Federal funds; providing \$114,293 in Matching funds, to install 1 E85 dispenser for 1 fueling station across 1 state.

**Federal Funds:** \$29,125

**Total Funds:** \$143,418

**Applicant: Rosedale Chevron Inc.**

Address: 29727 Stockdale Hwy.  
Bakersfield, CA 93314  
Contact: Kamila Duncan

Federal Agency: USDA Rural Development  
Funding Opportunity: RBCS-22-01 HBIIP  
Title: Higher Blends Infrastructure Incentive Program  
Description: Fueling station project requesting \$123,500 in Federal funds; providing \$282,884 in Matching funds, to install 1 UST and 2 E85 dispensers for 1 fueling station across 1 state.

**Federal Funds:** \$123,500

**Total Funds:** \$406,354

**Applicant: City of Bakersfield**

Address: 1600 Truxtun Avenue  
Bakersfield, CA 93301-5141  
Contact: Mr. Gregg Strakaluse

Federal Agency: Office of the Under Secretary for Policy  
Catalog No.: 20.933  
Title: National Infrastructure Investments  
Description: Transportation & Climate Resiliency Project...A Gateway to Downtown Bakersfield High Speed Rail Station.

**Federal Funds:** \$10,000,000

**Total Funds:** \$15,190,000

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

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

**IV. ELECTION OF OFFICERS (Napier)**

**Action:** Director P. Smith made a motion to retain Bob Smith as Chairman and Zack Scrivner as Vice Chairman. There were not other nominations. The motion was carried by 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:

1. March 28, 2023, Valley Voice Meetings in Sacramento
2. San Joaquin Valley Policy Conference – April 24 – 26, 2023 - Great Wolf Lodge – Manteca
3. FPPC Form 700 is due on April 1.

**IX. MEMBER STATEMENTS:**

**X. CLOSED SESSION:**

None.

**XI. ADJOURNMENT:** Seeing no other comments the meeting adjourned at 7:08 p.m. **NEXT MEETING – April 20, 2023.**

Respectfully submitted,

ATTEST:

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

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

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







## III. D. COG

April 20, 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. D.  
EV Ready Communities Agreement between Kern COG and California Clean Transportation LLC  
as funded by the California Energy Commission ARV-20-0101

### DESCRIPTION:

EV Ready Communities agreement between Kern COG and California Clean Transportation LLC to provide funding for the installation of four 11 kWh Level 2 chargers to support hotel guest and employee parking of electric vehicles at the Best Western Plus Taft Inn. 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 (1) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (2) increasing the matching fund requirement to \$833,377, (3) extending the term of the agreement to December 31, 2024, (4) revising the Scope of Work, and (5) revising the Schedule of Products.

Kern COG is moving forward with installing charging stations at sites in Kern County as described in the 2019 Kern County EV Charging Station Blueprint. Kern COG worked with California Clean Transportation LLC (CCT) to identify appropriate sites with willing site hosts, who provided letters authorizing CCT to secure funding and to install and operate the stations. The stations must be operational by August 25, 2023.

Under the agreement, California Clean Transportation LLC will receive \$29,000 to complete administrative reporting requirements, to purchase and install four 11 kWh Level 2 chargers to support guest and employee electric vehicle charging at the Best Western Plus Taft Inn at 203 South 6<sup>th</sup> Street, Taft, CA. California Clean Transportation LLC will provide EV Charging Data and Analysis Reports. Additionally, California Clean Transportation LLC 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 agreement is April 20, 2023, and the termination date is October 31, 2024. California Clean Transportation LLC agrees to provide \$16,000 in matching funds against a total estimated project cost of \$45,000. If the total project cost exceeds \$45,000 California Clean Transportation will identify additional funding to complete the project. If the project comes in under budget, the costs will be split no less than 25% California Clean Transportation and no more than 75% EV Ready Community funding, with the remaining EV Ready Community funding reverting to Kern COG to fund other projects.

Staff requests approval of the agreement.

ACTION: Approve the Agreement between Kern Council of Governments and California Clean Transportation LLC; authorize Chair to sign. ROLL CALL VOTE.

**GRANT FUNDING AGREEMENT  
BETWEEN  
KERN COUNCIL OF GOVERNMENTS  
AND  
California Clean Transportation LLC**

**THIS AGREEMENT (“Agreement”)** is made and entered into on April 20, 2023 (“**Execution Date**”), by and between the Kern Council of Governments (“**Kern COG**”) and California Clean Transportation LLC (“**Grantee**”). Kern COG and Grantee may be referred to individually as “**Party**” and collectively as “**Parties.**”

**RECITALS:**

(a) WHEREAS, Grantee and Kern COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint; and

(b) WHEREAS, Grantee 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 Kern County 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

(c) WHEREAS, Kern COG applied for and was awarded an EV Ready Communities grant by the California Energy Commission (“**CEC**” herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

(d) WHEREAS, Grantee recognizes that Grantee 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

(e) 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.

(f) Grantee has provided a Letter of Authorization and will enter into an agreement with Deepa Investments & Lodging LC to install and operate four 11kWh Level 2 electric vehicle charging stations (in substantially similar form to the template attached hereto as **Exhibit “D”**) at Best Western PLUS Taft Inn, 203 South 6<sup>th</sup> Street, Taft, CA 93268.

(g) Grantee has agreed to provide matching funds amounting to \$16,000 (35.5% of total project cost) or no less than 25% of the total project cost, and

(h) Grantee represents that it is willing and able to perform the activities set forth herein.

## **AGREEMENT:**

1. **Project.** Grantee shall perform all activities and work necessary to complete the project described in **Exhibit A** which is attached hereto and incorporated herein by this reference. Grantee agrees to furnish all labor, materials, equipment, licenses, permits, fees and other incidentals necessary to perform and complete, on schedule and in a professional manner, the services described herein. Grantee represents that Grantee either has the expertise necessary to adequately perform the project specified in said **Exhibit A** or will hire personnel with the necessary expertise.

Kern COG shall have the right to review, comment, and request changes to any report produced as a result of this Agreement.

2. **Period of Performance/Timetable.** Grantee shall commence performance of work and diligently execute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit B** unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. **Additional Required Terms.** In addition to the terms and conditions provided in this Agreement, Grantee shall also comply with the CEC-required terms and conditions contained in **Exhibit C** attached hereto and incorporated herein by this reference, as if it were the Recipient thereunder, to the extent context requires such terms to apply to Grantee.

4. **Compensation.** The total obligation of Kern COG under this Agreement shall not exceed twenty-nine thousand dollars (\$29,000) which is 64.5% of the project cost or 75% of the total project cost, whichever amount is lower.

Grantee shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by Kern COG, satisfactory written evidence of such funding commitments shall be provided to Kern COG prior to the release by Kern COG of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in **Exhibit A**, is not received by Grantee, Kern COG reserves the right to terminate or renegotiate this Agreement. In that event, if requested by Kern COG, Grantee shall return any Kern COG funds previously paid to Grantee.

5. **Payments.**

A. Advanced payments shall not be permitted. Payments will be permitted only for that portion of services that have been satisfactorily rendered as supported by a claim submitted in writing to Kern COG, and an equal percentage of matching fund expenditures have been demonstrated. Kern COG shall reimburse Grantee in arrears, after receipt and verification of the properly supported claim for payment. Claims and all supporting documentation shall be submitted directly to Kern COG. Kern COG shall retain 10% of all invoiced amounts until final acceptance and contract closeout.

B. All invoices for payment shall be submitted in a form approved by Kern COG and the CEC and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred, and shall include a cumulative total of all payments received. Payment will be made to Grantee within thirty (30) days of receipt and approval of an invoice by Kern COG.

C. The amount to be paid to Grantee under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the Grantee. The Grantee shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

D. Concurrently with the submission of any claim for payment, Grantee shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, subcontractors or consultants who have provided materials or performed work for the EV charging station scope for which payment is being requested by Grantee. It is understood that all costs and expenses incidental to Grantee's performance of services under this Agreement shall be borne exclusively by Grantee.

E. Any compensation which is not expended by Grantee pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to Kern COG. Only expenditures incurred by the Grantee in the direct performance of this Agreement will be reimbursed by Kern COG. Only allowable expenditures, as determined in the sole discretion of Kern COG, will be reimbursed by Kern COG. All final claims shall be submitted by Grantee within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by Kern COG on claims submitted beyond the 60-day closeout period.

6. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the Grantee thirty (30) days prior written notice.

7. **Term.** This Agreement shall be deemed in force as of the Execution Date and shall remain in effect through November 25, 2024.

8. **Assignment.** Grantee shall not assign, sublet, or transfer this Agreement, or any part hereof. Grantee shall not assign any monies due or which become due to Grantee under this Agreement without the prior express and written approval of Kern COG.

9. **Negation of Partnership.** In performance of all services under this Agreement, Grantee shall be, and acknowledges that Grantee is, in fact and law, an independent contractor and not an agent or employee of Kern COG. Grantee has and retains the right to exercise full supervision and control of the manner and methods by which Grantee shall perform its work under this Agreement. Grantee retains full supervision and control

over the employment, direction, compensation and discharge of all persons assisting Grantee in the performance of work hereunder. However, Kern COG shall retain the right to administer this Agreement so as to verify that Grantee is performing its obligations in accordance with the terms and conditions thereof. With respect to Grantee's employees, if any, Grantee shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

10. **Disclosure Statement.** The Grantee certifies that no other CEC or other State funding is being used for the project described in **Exhibit "A"** of this Agreement. If the Grantee or any other third party designee is found to have used additional CEC or other State funding for this project without disclosing the information to Kern COG, Kern COG will pursue at least one or more of the following actions.

If the Grantee or any other third party designee is found to have used other CEC funding or other State funding for this project without disclosing the information to Kern COG, Kern COG will pursue one or more of the following actions:

- A. The Grantee may be disqualified from all Kern COG funding sources for this project;
- B. The Grantee may be banned from submitting future applications to any and all Kern COG DMV Grant Program solicitations; or
- C. Kern COG may seek any and all available civil remedies against the Grantee for such conduct.

11. **Indemnification.** In addition to the indemnity obligations contained in **Exhibit C**, Grantee agrees to indemnify, defend and hold harmless Kern COG and Kern COG's Board members, officials, agents, 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 counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Grantee or Grantee's officers, agents, employees, independent contractors, subcontractors 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 Grantee by any person or entity.

12. **Insurance.** Grantee, 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 Grantee actions in connection with the performance of Grantee obligations, as required in this Agreement, shall secure and maintain insurance



as described below. Grantee shall not perform any work under this Agreement until Grantee has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by Kern COG. Grantee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by Grantee or Kern COG as an additional insured.

A. During the performance of all work described in **Exhibit "A"**, Grantee shall maintain, or require that all sub-contractors hired by Grantee to perform work on the project maintain, the following insurance coverages:

(1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

Grantee shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Grantee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Grantee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

Grantee shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the Grantee's performance of work under this Agreement. The amount of said insurance coverage required by this Agreement shall at be least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(3) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage, which shall not be less than one million dollars (\$1,000,000) each occurrence.

(4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. 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 using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

(5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by the Executive Director of Kern COG.

B. Prior to Grantee commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to Kern COG by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

C. Cancellation of Insurance – All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Grantee in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Grantee (and any sub-contractors hired by Grantee) 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.

D. All insurance shall be issued by a company or companies listed in the current “Best’s Key Rating Guide” publication with a minimum of an “A-; VII” rating, or in special circumstances, be pre-approved by Kern COG.

E. If Grantee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Grantee shall provide coverage equivalent to the insurance coverages and endorsements required above. Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Grantee is equivalent to the above-required coverages.

F. All insurance afforded by Grantee, and any sub-contractors hired by Grantee, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by Kern COG. A waiver of subrogation will be granted in favor of Kern COG. A waiver of subrogation is only required when Grantee’s personnel deliver services or perform services for Kern COG while on Kern COG property.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Grantee 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.

H. Failure by Grantee or any sub-contractors hired by Grantee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Grantee. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Grantee resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Grantee, Kern COG shall deduct from sums due to Grantee any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of

monies obligated to Grantee pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Grantee 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 Grantee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. **Termination.**

A. For Cause - Kern COG may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of Kern COG, CONTRACTOR has:

- (1) Illegally or improperly used funds;
- (2) Failed to comply with any term of this Agreement;
- (3) Submitted to Kern COG a substantially incorrect or incomplete report; or
- (4) Improperly performed services.

In no event shall any payment by Kern COG constitute a waiver by Kern COG of any breach of this Agreement or any default, which may then exist on the part of the Grantee. Neither shall such payment impair or prejudice any remedy available to Kern COG with respect to the breach or default. Kern COG shall have the right to demand of the Grantee the repayment to Kern COG of any funds disbursed to the Grantee under this Agreement which in the judgment of Kern COG or CEC were not expended in accordance with the terms of this Agreement. The Grantee shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, Kern COG may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. For Convenience - Kern COG may terminate this Agreement at any time upon giving Grantee at least thirty (30) days' advance written notice of its intention to terminate. In such case, the Grantee shall, subject to **Section 5**, be paid for all actual costs incurred up to the time of the termination.

14. **Notices.** All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To Kern COG

Ahron Hakimi  
Executive Director  
Kern COG  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301

To Grantee

Stephen Amstutz  
CEO  
California Clean Transportation LLC  
1527 19<sup>th</sup> Street, Suite 410  
Bakersfield, CA 93301



Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

15. **Conflict of Interest.** The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Grantee agrees that they are unaware of any financial or economic interest of any public officer or employee of Kern COG relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Kern COG may immediately terminate this Agreement by giving written notice thereof. Grantee shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

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

17. **Authority to Bind Kern COG.** It is understood that Grantee, in Grantee's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind Kern COG to any agreements or undertakings.

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

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

21. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

22. **Confidentiality.** Grantee shall not, without the written consent of Kern COG, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive termination of this Agreement.

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

24. **Severability.** Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

25. **Compliance with Law.** Grantee shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

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

27. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

29. **Nondiscrimination.** Neither Grantee, nor any officer, agent, employee, servant, or subcontractor of Grantee, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.

30. **Audit, Inspection, and Retention of Records.** Grantee agrees to maintain and make available to Kern COG accurate books and records relative to all its activities under this Agreement. Grantee shall permit Kern COG or CEC to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records, personnel, or other data related to all other matters covered by this Agreement. Grantee shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Kern COG herein.

Grantee shall be subject to an audit by Kern COG or its authorized representative to determine if the revenues received by Grantee were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, Kern COG makes a determination that funds provided Grantee pursuant to this Agreement were not spent in conformance with this Agreement, AB 2766 or any other applicable provisions of law, Grantee agrees to immediately reimburse Kern COG all funds determined to have been expended not in conformance with said provisions.

31. **Non-Collusion Covenant.** Grantee represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Kern COG. Grantee has received from Kern COG no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

32. **Political Activity and Lobbying Prohibited.** None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

33. **No Third-Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

34. **Compliance with IRCA.** Grantee acknowledges that Grantee, and all subcontractors hired by Grantee to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Grantee is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Grantee to perform services under this Agreement are in compliance with the IRCA.

In addition, Grantee agrees to indemnify, defend, and hold harmless Kern COG, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that Grantee's employees, or the employees of any subcontractor hired by Grantee, are not authorized to work in the United States for Grantee or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Grantee or Grantee's subcontractor.

35. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**Kern Council of Governments**

**California Clean Transportation LLC**

By \_\_\_\_\_  
Chairman, Kern COG Board  
"Kern COG"

By \_\_\_\_\_  
Stephen Amstutz, CEO  
"Grantee"

**APPROVED AS TO CONTENT:**  
Kern Council of Governments

**APPROVED AS TO FORM:**  
Attorney

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

By \_\_\_\_\_  
Attorney

**APPROVED AS TO FORM:**  
Office of the County Counsel

By \_\_\_\_\_  
Brian Van Wyk, Deputy

## Exhibit A SCOPE OF WORK

### TECHNICAL TASK LIST

Task #	CCT Tasks	Task Name
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

Task #	Kern COG Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Project Manager (PM)	TBD by RFP	
2	Linda Urata	<i>CCT, Site Host Tony's Firehouse Grill &amp; Pizza</i>	
3	Linda Urata	NA	NA
4	Susanne Campbell, Bob Snoddy	<i>CCT, Site Host Tony's Firehouse Grill &amp; Pizza</i>	
5	Linda Urata, Susanne Campbell	NA	
6	Linda Urata	NA	
7	Linda Urata	TBD	

### GLOSSARY

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

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CEC	California Energy Commission

Term/ Acronym	Definition
CTP	Clean Transportation 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
Recipient	An applicant awarded a grant under a California Energy Commission solicitation

## 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, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

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

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

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

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



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

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

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

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

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

The objectives of the Agreement between Kern COG and California Clean Transportation LLC (Recipient) are for the Recipient to install battery electric vehicle and battery electric equipment charging stations, to provide usage and operational data reports, and to conduct education and awareness efforts to support developing the use of the charging stations installed by Recipient and in Kern County at Tony's Firehouse Grill & Pizza at 10201 CA-178, Bakersfield, CA 93306 [Firehouse Enterprises 178 Inc.]. Additionally, the Recipient will participate in the development of the 2024 Kern EV Charging Station Blueprint if requested.

California Clean Transportation LLC (CCT) has provided a Letter of Authorization signed by the President, Anthony Martinez, of Tony's Pizza Kitchen allowing CCT to act as "Agent" for the purpose of purchasing and construction of charging stations at Tony's Firehouse Grill & Pizza at 10201 CA-178, Bakersfield, CA 93306. CCT will enter into a Site Host Agreement with Firehouse Enterprises 178 Inc..

## **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 Accounting Administrative Assistant. The Recipient shall bring its Project Manager and any others they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
  - Letter of Authorization from Firehouse Enterprises Inc. to Recipient



- Site Host Agreement between Recipient and Firehouse Enterprises Inc.
- Agreement Terms and Conditions
- Match fund documentation. No reimbursable work may be done until this documentation is in place.
- Permit documentation!
- Subcontracts needed to carry out project
- The Project Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports
- Final Report

**Recipient Products:**

- Site Host Agreement between Recipient and Firehouse Enterprises Inc.
- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

**Project Manager Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Monthly Progress Reports**

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

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

**The Recipient shall:**

- Prepare a Monthly Progress Report using the provided template. Each progress report is due to the Commission Agreement Manager within 8 days of the end of the reporting period.
- In the first invoice, document and verify match expenditures and provide a synopsis of project progress.

**Recipient Products:**

- Monthly Progress Reports

- Invoices; Retention Invoice

### **Task 1.3 Final Report**

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, to raise any areas where implementation may be improved, provide information (if applicable) regarding special circumstances of deploying EV Charging Infrastructure in Disadvantaged Communities in rural areas.

The objectives of the Final Report are to describe the project's purpose, approach, activities performed and results clearly and completely. The recipient will 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 project management processes of Kern COG and/or the CEC.

The Final Report is a public document. If the Recipient desires confidential status from the CEC (and Kern COG), the Recipient will prepare a public version of the Final Report and may be asked to prepare a confidential version of the Final Report.

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

- Prepare a Final Report
- If confidential status is granted, prepare a confidential version of the Final Report

#### **Products:**

- Final Report

### **Task 1.4 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 Kern COG Project Manager with the first Monthly Report following the kick-off meeting. Match funds in the amount equaling a minimum 25% of the project cost were a part of the proposal that led to the CEC awarding this Agreement. Kern COG and the Recipient agree that the CEC funding award being passed through to the Recipient is \$70,000 and the 31.4% match will be \$32,000 for a total project cost of \$102,000. If the total project cost is lower than \$102,000 the match and CEC funding will be reduced proportionally. The maximum amount provided under this agreement is \$70,000. The Recipient will 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 Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

**Products:**

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

- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

### **Task 1.5 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 with the first monthly report following 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 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.

**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 1.6 Obtain and Execute Subcontracts**

The goal of this task is to ensure quality products and to procure subcontractors required to conduct the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. The PM will share the documents with the CEC. The CEC will have an opportunity to review the subcontracts to ensure that the tasks are consistent with the PRIME Agreement, the CEC Terms and Conditions, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

**The Recipient shall:**

- Manage and coordinate subcontractor activities.
- Provide documentation of EVITP certification held by the subcontractor.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the PM.

**Products:**

- Final subcontracts

**TECHNICAL TASKS**

**TASK 2 Electric Vehicle Charging Station Installation**

The goal of this task is to install two 11kWh Level 2 and one 60KW Direct Current Fast Charging EV chargers at one site, with stations operational no later than August 25, 2023. CCT will also provide operations, software, and maintenance for three years to August 31, 2026.

**The Recipient shall:**

- Procure, install, and operate two Level 2 and one Direct Current fast charging electric vehicle chargers at one site.
- Coordinate with the Project Manager throughout the process from design through launch.

- Deliver site maps and design project details, including complete schematics on the EV charging station site 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 Exhibit C: CEC Terms and Conditions 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 remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers if stations are open to the public. If the stations are for private use only, the site host may use alternative data collection devices sufficient to provide the required usage report information.
- Coordinate the placement of directional and/or on-site signage to the stations.
- If charging stations will be available to the public, 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 at least two internal communications activities, which may include announcements to employees, company newsletters, training sessions.
  - Provide outreach information in Spanish and English, when appropriate.
- 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, following the provided template.

**Products:**

- Site maps and design information for charging stations
- 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

### **TASK 3 Outreach**

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

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

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

#### **Products:**

- Quick reference guide or Best Practice document
- 2024 Kern County EV Charging Station Blueprint participation documented in the

## Monthly Reports

### **TASK 4 Data Collection and Analysis**

The goal of this task is for Kern COG 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 and report it on the Kern COG Usage and Operations Report template:
  - Number, type, date, and location of chargers installed.
  - Nameplate capacity of the installed equipment, in kW.
  - Number and type of outlets per charger.
  - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
  - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
  - Data on chargers collected each six months, from the date the stations are operational (no later than August 25, 2023) through September 30, 2024, including:
    - Number of charging sessions.
    - Average charging session duration.
    - Average kWh.
    - Average charger downtime.

#### **Products**

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



## EXHIBIT B

### Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	CCT or ? to Kern COG Due Date	Kern COG to CEC Due Date
1.1	<b>Attend Kick-off Meeting</b>			
		Updated Schedule of Products	5/10/2023	6/10/2023
		Updated List of Match Funds	5/10/2023	6/10/2023
		Updated List of Permits	5/10/2023	6/10/2023
		Kick-Off Meeting Agenda (Kern COG)	5/2/2023	6/10/2023
1.2	<b>Monthly Progress Reports</b>			
		Monthly Progress Reports	The 8th calendar day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.3	<b>Final Report</b>			
		Final Report	With Final Invoice No later than October 30, 2024	12/20/2024
1.4	<b>Identify and Obtain Match Funds</b>			
		A letter regarding match funds or stating that no match funds are provided	6/08/2023 with Monthly Report	6/10/2023
		Copy(ies) of each match fund commitment letter(s) (if applicable)	Within 10 days of receipt from funding agency	7/29/2023
		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
1.5	<b>Identify and Obtain Required Permits</b>			
		Letter documenting the permits or stating that no permits are required	When RFP is release. If no RFP, send prior to start of work. If project already awarded, send with executed Agreement. All letters received by 6/08/2023.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2023
		A copy of each approved permit (if applicable)	Within 5 days of receiving each permit or letter from the Division of the State Architect, if required.	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 the 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
1.6	<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	10/19/2023
		Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2	<b>Electric Vehicle Charging Station Installation</b>			
		Site maps and design information for charging stations	7/29/2023	10/29/2023

	Proof of operational charging equipment and installed signage; proof of AFDC Station Locator listing-website screenshot, link or receipt (can be listed as private)	8/25/2023	9/1/2023
	AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the evnet or outreach effort.	Ongoing to 9/30/2024
	Semi-annual EVSE usage reports	First report by 3/01/2024 then every six months until grant completion date.	First report by 6/1/2022 then every six months until grant completion date (for all stations under subagreement, starting 4/15/2021)
3	Outreach		
	Quick Reference Guide OR Best Practice fliers d	2/15/2024	5/15/2024
	Copies of agendas, registrations, and photos	As the events occur, include in monthly report.	As the events occur and are scheduled
	Event report for one site-based employee training or information meeting, or ribbon cutting, or other outreach regarding the new charging stations.	2/15/2024	Within 45 days of the event
	2024 Kern County EV Charging Station Blueprint	As appropriate in the montly report following the participation.	11/25/2024
4	Data Collection and Analysis		
	Confidentiality Request Letter Submitted to Kern COG and the California Energy Commission, if needed	6/8/2023	7/10/2023
	Usage (Task 2) and Operations/Maintenance Report	Report submitted each 6 months following the station opening through October 2024.	12/20/2024

**1. EXHIBIT C**

**ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY  
PROGRAM (ARFVTP) TERMS AND CONDITIONS**

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## TERMS AND CONDITIONS

### 2. ***Grant Agreement***

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

### 3. ***Documents Incorporated by Reference***

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

#### **Solicitation Documents** (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

#### **Federal Cost Principles** (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

**Federal Acquisition Regulations** (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

**Nondiscrimination**

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

**General Laws**

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

**4. *Funding Limitations***

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

**5. *Due Diligence***

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

**6. *Products***

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

**7. *Reports***

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

**Work Statement:** This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

**Additional Information:** Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. **Failure to Comply with Reporting Requirements**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

**8. Publications - Legal Statement on Reports and Products**

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

**9. Changes to the Agreement**

a. **Procedure for Requesting Changes**

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.



## **10. Contracting and Procurement Procedures**

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

#### **11. *Bonding and Insurance***

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

#### **12. *Permits and Clearances***

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

#### **13. *Equipment***

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

#### **14. *Termination***

This project may be terminated for any reason set forth below.

##### **a. With Cause**

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
  - Reorganization to a business entity unsatisfactory to the Energy Commission;
  - Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
  - The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
  - Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.
- b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

## **15. Stop Work**

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

## **16. Travel and Per Diem**

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: [http://www.energy.ca.gov/contracts/TRAVEL\\_PER\\_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

## **17. Standard of Performance**

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

## **18. Payment of Funds**

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

### **a. Payment Requests**

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

### **b. Documentation**

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

*I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

*Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.*

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

## **19. Fiscal Accounting Requirements**

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

Reimbursable Amount \$200,000
Minimum Match Share Required \$50,000
Total of Reimbursable Amount and Minimum Match Share Required \$250,000
Minimum Match Share Percentage of Total Allowable Project Costs 20%



the Recipient agrees to be liable for a minimum of 20% (\$50,000 divided by \$250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is \$125,000, the Recipient shall have provided a minimum of \$25,000 (\$125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

- A. Energy Commission funds disbursed = \$110,000
- B. Match Share Documented and Approved = \$15,000
- C. Total Allowable Project Costs = \$125,000 (Line A plus Line B)
- D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
- E. Minimum Match Share Amount Required = \$25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, \$10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

## **20. Indemnification**

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

## **21. Workers' Compensation Insurance**

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

## **22. General Provisions**

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

- c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

## **23. *Certifications and Compliance***

### **a. Federal, State and Municipal Requirements**

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

### **b. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement;
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

## **24. Site Visits**

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **25. Confidentiality**

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

**26. Budget Contingency Clause**

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

**27. Public Works -- Payment of Prevailing Wages**

**Generally Required by Law**

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

**NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.**

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

**NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.**

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.**

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

**NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.**

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

**NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.**



**Subcontractors and Flow-down Requirements.** Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

**Indemnification and Breach.** Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

**Budget.** Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

**Covered Trades.** For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

**Questions.** If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

**Certification.** Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

**28. *Intellectual Property***

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**29. *Commission Remedies for Recipient's Non-Compliance***

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**30. *Assembly Bill 841 (2020)***

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

This Agreement ("Agreement"), effective as of this 20th day of March, 2023 (the "Effective Date"), is entered into by and between "California Clean Transportation", ("Site Owner") a California Limited Liability Company, having an office and place of business at 1527 19th St. UNIT 410, Bakersfield, CA 93301 & \_\_\_\_\_ ("Site Host"), owning the property at \_\_\_\_\_ ("Host Site"). Collectively, California Clean Transportation and 5016 Cal Partners. are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, the Site Host desires to have electric vehicle charging stations installed at the Host Site using funds granted to California Clean Transportation (CCT) for the purchase, design, installation and maintenance of electric vehicle charging stations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date of this signed agreement and ends three years from the first day of operation of the electric vehicle charging infrastructure.
2. **Buyout.** Upon the completion of the 3 year term indicated above in #1, Site Host will have the option to buyout all EV charging equipment from the Site Owner for fair market value of the charging units.
3. **Management Agreement after Term:** CCT will offer a management agreement to 5016 Cal Partners after the three year term has expired and the buyout is optioned by the Site Host. The management agreement will be outlined in a separate agreement.
4. **Option to Extend, Buyout or Cancel.** Site Host will have the option to extend the agreement for an additional 3 years from the conclusion of the initial term of the agreement, elect to exercise a buyout per #2 or cancel the agreement.
5. **Equipment.** (8) Noodoe 7KW AC7LC Level 2 & (2) Noodoe EV AC11P 11KW Commercial Charging Stations ("Station") will be installed at the Host Site under this Project.
6. **Utility Cost.** Site host will be responsible for paying all utility or power costs associated with the charging stations installed at host site.
7. **Warranty.** Each Station comes with a 2 year Limited Product Warranty on parts only. Site Owner will pay for the repair of the Station for product malfunction that was not caused by neglect on behalf of the Site Host or it's employees or subcontractors.
8. **Installation.** California Clean Transportation will at times subcontract with a licensed ("Installer") to install the electric vehicle charging stations at the Host Site. Final electrical connection of the Station may only be performed by this certified Installer. Other installation work prior to the final electrical connection of the Station to power can be performed by Installer or the Site Owner in collaboration with the Installer. The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, pedestal, tire stop, curb, or an elevated wall-mount) is required and signage is strongly encouraged. Responsibilities and Costs are as stated in Section 20.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

9. **Access to Host Site and Station.** The Site Host shall provide adequate access of the Host Site and Station when needed for maintenance or repair. Such access must be consistent with the purpose of the Project and ongoing maintenance. Site Owner or the Installer will attempt to give the Site host a minimum of 24 hours notice prior to completing any visit to the Host Site; however, factors outside of Site Owner or the Installer's control may not always permit this.
10. **Network Access.** Site Owner will receive, for use with the Station provided by this Project, a Noodoe network subscription that will expire at the conclusion of this Agreement. The Site Owner will be responsible to pay for the station connection to the Noodoe Network at all times that power is available from Utility company.
11. **Access to Information.** Site Host acknowledges that the site owner will be collecting Station usage data, including charge event information ("Data"), such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period. All information will be reported to the agencies who granted funds for the charging infrastructure. No customer information will be made public or sold to a third party for marketing purposes by the site owner.
12. **Operation and Maintenance.** Site Owner shall take reasonable measures to ensure the Station, and the facility in which it is located, shall be kept operational, well lit, clean and in good repair. Site Host shall promptly call California Clean Transportation customer service to arrange for the repair of any non-functioning charging port on the Station.
13. **Publicity.** Site Host shall provide CCT with unlimited rights to take, use and publish photographs of the Stations at the Host Site which may be included on printed materials or posted on the CCT websites.
14. **Ownership.** Title to the EV Charging Station Equipment will remain with the Site Owner for the duration of the term. After the term is concluded, the site host will have the option to purchase all of the charging stations from CCT for fair market value. Fair market value will be established by a mutually agreed upon third party auditor.
15. **Payment Processing:** The terms related to payment processing are outlined in Exhibit B listed at the bottom of this agreement.
16. **No Right to Remove, Move or Sell the Station.** The Station may not be sold, retired, disposed of, removed or moved from its place of installation, prior to the conclusion of this Agreement, without the prior written consent of CCT and the site host.
17. **Failure to Comply with Terms of the Program.** In the event that Site Host fails to comply with any term in this Agreement, California Clean Transportation shall provide a notice requesting that the Site Host address the issue to comply with the Agreement terms. If Site Host is not in compliance with the Agreement terms within thirty (30) calendar days of receiving a notice from California Clean Transportation reserves the right to repossess the Station provided under the Project.
18. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by California Clean Transportation and the Site Host.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

19. **Waiver.** Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of California Clean Transportation and the Site Host. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
20. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, California and federal laws and regulations.
21. **Assignment.** Site Host may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of California Clean Transportation. If the Site host sells the Host Site during the term of this agreement then all agreements between parties will transfer to the new owner of the Host Site
22. **Requirements.** The following requirements are imposed upon the Site Host and Site Owner.
- Site Host and Site Owner must approve the proposed location for the installation of EV charging station infrastructure prior to the installation. (See Exhibit A)
  - As part of the Station installation and provisioning, the site owner must collaborate with the Installer to complete:
    - i. Approval and permit from local agencies and utilities when required of the installation prior to commencement of installation.
    - i. Confirmation by site owner or designee that he/she has been trained in the installation, operation, care and use of the Station by the California Evitp program and Noodoe's charging installation and maintenance training.
    - ii. Adequate security and monitoring measures will be taken by both the site host and site owner. Site host maintain existing CCTV camera systems for the Host Site. Site owner may, at their own expense take enhanced security measure if they deem necessary during the agreement period to further protect the EV charging equipment.
    - iii. Site Owner agrees to assume all responsibility for theft and vandalism to the EV charging infrastructure during the term period.
    - iv. 24 hour access to the charging stations are available to the public to charge their vehicle if the the charging station is in use. All vehicles parked in the lot in EV charging areas and are not charging their Electric vehicles will be subject to being impounded at their own expense.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

- Site Owner acknowledges and agrees that Site Host shall have no liability to the Site Owner relating to the installation and maintenance of the charging stations. Site Owner will maintain liability insurance for its employees with a minimum of \$1,000,000 per occurrence and will assure that all subcontractors, installers or maintenance contractors maintain their own liability insurance at all times during the installation and maintenance period.
- Site Host and Site Owner shall, at its sole cost and expense, throughout the term of the Agreement maintain insurance in the following types: general liability insurance for bodily injury liability, including death incurred in connection with the performance of the Agreement, with minimum limits of, \$1,000,000 in respect of
- claims arising out of personal injury, sickness or death in any one accident or disaster.
- Site Host shall permit California Clean Transportation and Noodoe signage at mutual agreed upon area within 10 feet of the Charging Infrastructure.

**21. Indemnification.** Site Host and California Clean Transportation agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of either party's negligent or intentional acts which result in damage to property or injury to person.

**22. Responsibilities and Costs for Site Owner.** The EV charging infrastructure being installed at Host site will be subsidized using state and local grants. Site Owner agrees to pay for all the EV charging infrastructure listed below during the period of the agreement. The following costs will be incurred exclusively by the Site Owner.

- (8) Noodoe 7KW Model number AC7LC Level 2 Charging Stations
- (2) Noodoe 11 KW Model number EV AC11P Level 2 Charging Stations
- (6) Commercial Pedestals and cable management system for holding the charging stations in place including shipping.
- Noodoe network subscription from installation date to the end of this Agreement (3 year term).
- Site validation and station activation (Noodoe Requirements)
- All Permitting, design and installation costs.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

**22. Responsibilities and Costs for the Site Host:**

- Site Host must provide: Proof of Ownership of the Building and or Parking Lots where the charging infrastructure is located.
- Proof of an existing security system.
- Proof of payment with the Utilities for the Electricity needed to operate the Station.
- Ongoing monthly payment of the Utility bills during the term period of this agreement.

Site Owner: California Clean Transportation

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Site Host:

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

**EXHIBIT A**

**INSERT SITE MAP HERE**

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

Exhibit D  
California Clean Transportation LLC  
Site Host Agreement and Exhibits

**EXHIBIT B**



**PAYMENT PROCESSING & FEES**

- **Property Owner will set pricing per KWH based on what they want their mark up to be on top of the price of energy from the utility.**
- **CCT & Noodoe will work with Property Owner to program the mark up per KWH for each charging session. This rate will fluctuate depending on the time of day used by the customer.**
- **EV Software/Hardware company Noodoe will receive \$1.00 per session as a software processing fee and providing a 24 customer service line. This \$1.00 per session fee will deducted from the daily revenue and passed on directly to the customer.**
- **CCT will receive \$1.00 per charging session at the onset of charging. This service fee will be a base rate that automatically deducts from every customer session who charges their EV at on a Noodoe port. Site Host will not pay this fee. This fee will be passed on to the customer.**
- **Credit card processing company Stripe charges a 3% processing fee per transaction.**
- **The Stripe transaction charge will not be deducted from owner or site hosts share of revenue. This fee is passed on to the consumer.**
- **All property owners will receive a monthly report for total kwh hours charged statement & profit earned.**
- **Revenue deposits will be made through the credit card processor "Stripe" to a the Site Host linked bank account of the property owner.**
- **Property owner will receive a direct deposit into a linked Stripe accounts weekly.**
- **Property Owner will have the option of electing to use a post billing option which will avoid the 3% Stripe payment processing fees. This will require tenants to pay monthly to renew their key cards or access codes.**
- **If Property Owner chooses a post billing method, CCT & Noodoe will provide Key cards for customers or a direct payment method via the web.**

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**



## III. E. COG

April 20, 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. E.  
CONTRACT WITH MOORE & ASSOCIATES TO CONDUCT TRIENNIAL  
PERFORMANCE AUDIT

### DESCRIPTION:

Award contract to Moore & Associates for the Triennial Performance Audits required by State law. County Counsel has reviewed this contract.

### DISCUSSION:

Kern Council of Governments (Kern COG) is statutorily required by Section 99246 of the California Public Utilities Code to designate entities other than itself, a county transportation commission, a transit development board, or an operator to make a performance audit of its activities and the activities of each operator to whom it allocates funds.

A thirty-day request for proposal (RFP) to prepare public transit performance audits evaluating effectiveness, efficiency, and economy of operation of Kern COG and the public transit operators of Kern County for fiscal years 2017-18, 2018-19, 2019-20. The audits must be conducted during fiscal year 2023-24 and must be conducted in compliance with the relevant sections of the Transportation Development Act. The audits must be completed by June 30, 2024, and be conducted in compliance with California's Transportation Development Act. The RFP was issued on January 20, 2023, with proposals due by February 24, 2023. One firm responded to the RFP:

#### 1. Moore & Associates, Inc

The proposal was reviewed by Kern COG staff and found Moore & Associates to be a qualified proposer and concur with awarding the contract. Moore & Associates have previously performed work in the Kern COG region and are familiar with transit operators in the region.

It is recommended the Board award the contract for to conduct Triennial Performance Audits to Moore & Associates in an amount not to exceed \$74,954.16.

### ACTION

Approve a contract for the Triennial Performance Audits to the sole bidder, Moore and Associates in an amount not to exceed \$74,954.16 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

Attachments: Moore & Associates Contract

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS

AND

MOORE & ASSOCIATES, INC.

THIS CONTRACT, made and entered into this 20th day of April 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and Moore & 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 February 24, 2023, 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: Allison Moore, Corporate Secretary

III. Term

Time is of the essence in this contract. The term of this contract is March 16, 2023, through September 30, 2023, 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 September 30, 2023, are subject to the inclusion and funding agency approval of this project in Kern COG's 2023/2024 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 \$74,954.16 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 1001.3 as identified on the FY 2023-24 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

Allison Moore  
Corporate Secretary  
Moore and Associates, Inc.  
25852 McBean Pkwy #187  
Valencia, CA 913555

#### 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.

*Signatures follow on next page.*

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

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

APPROVED AS TO FORM:

CONSULTANT

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

\_\_\_\_\_  
Allison Moore  
Moore & Associates, Inc.  
Consultant

## Exhibit “A”

### Scope of Work

#### Detailed Scope of Work

##### **Task 1: Project Implementation**

Our audit team will conduct a virtual project initiation meeting shortly following receipt of the COG’s Notice to Proceed. Our project manager will submit our data needs requests to each entity following this meeting to allow sufficient time to gather and review the data prior to the site visits.

We will work with the COG and each of its operators to schedule virtual audit site visits in May 2023 to discuss program performance, review functions and compliance, and assess progress made in implementing recommendations presented within the prior audit. We have conducted site visits virtually for nearly three years with great success. In our experience, virtual site visits often expand participation and simplify scheduling, while also allowing greater flexibility to match the availability of operator and RTPA staff.

Each month we will report on the status of the project via a monthly progress memo which will accompany our project invoice.

*Deliverables: Summary memo of project initiation meeting and monthly progress memos.*

##### **Task 2: Data Collection**

###### Subtask 2.1: Determine Compliance with Statutory and Regulatory Requirements

Moore & Associates will review Kern COG’s and each transit operator’s compliance with applicable sections of the Transportation Development Act in the California Code of Regulations. Chapters III and IV of the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities* list specific operator and RTPA compliance requirements that should be investigated through the use of existing documents and interviews with operator and Kern COG staff. Throughout the assessment, our audit team will evaluate each of the requirements and discuss compliance with operator management. If an indication of non-compliance is found, a finding regarding the non-compliance will be made in the corresponding audit report along with recommendations for improvement.

###### Subtask 2.2: Follow-Up on Prior Performance Audit Recommendations

To ensure the Triennial Performance Audit process is constructive for all parties involved (operators and RTPA), our auditor will obtain and review key documents to determine the status of recommendations included within the prior audits of Kern COG and each operator. The review process plays a vital role in ensuring each operator complies with applicable regulations, fulfills its assigned responsibilities, and offers the most cost-effective service(s) possible. This objective assessment will provide assurance that each operator has made quantifiable progress toward improving both the efficiency and effectiveness of its performance. Our discussion will include a summary of past recommendations and review progress the operators have made toward implementation of recommendations presented in the prior audit reports. If a prior audit recommendation has not been implemented, we will determine the reasons why, and assess if it remains relevant or feasible to implement. Recommendations not implemented due to COVID-19 will be reassessed for continued applicability and carried into these audits if warranted.

###### Subtask 2.3: Verify Performance Indicators

Through a review of performance indicators, our auditor will develop a thorough understanding of the

performance of each individual operator. Such indicators can provide insight into current operations as well as on the operator's performance over a period of time. Also, information gathered in this task may be used to identify potential issues or concerns that may lead to further examination during the functional review. We propose to review at least the following TDA-mandated performance indicators:

- Operating Cost/Passenger,
- Operating Cost/Vehicle Service Hour,
- Operating Cost/Vehicle Service Mile,
- Passengers/Vehicle Service Hour,
- Passengers/Vehicle Service Mile,
- Vehicle Service Hours/Employee, and
- Farebox Recovery Ratio.

To ensure the information is both valid and reliable, Moore & Associates will assess the internal controls regarding the collection of performance-related data. In addition, we will compare performance indicators to those calculated as per the prior TDA audit for further trend analysis with the intent of identifying potential issues or concerns that may need further examination during the functional review.

The following data collection methods will be used in validating performance measures:

- **Operating Cost:** Operating cost will be validated by verifying that each operator keeps records of transit costs according to the Uniform System of Accounts and Records developed by the State Controller and the California Department of Transportation.
- **Ridership:** Observe and verify the passenger data collection process by obtaining copies of reports that provide a listing of passenger counts for the reporting period being audited.
- **Vehicle Service Hours and Miles:** Following a review of data relating to Vehicle Service Miles and Hours for the audit period, the definition and methodology for calculating Vehicle Service Hours and Miles will be discussed and reviewed with Kern COG's Project Manager and the respective operators to ensure compliance.
- **Employee Hours:** Obtain a count of the number of employee hours worked related to each operator's public transportation service and ensure accurate reporting. Our auditors will verify all transportation system-related hours worked by persons employed in connection with the systems are captured. This includes employees not directly employed by the transportation system and its contractors.
- **Fare Revenue:** Utilize total audited fiscal year fare revenues to calculate the farebox recovery ratio. Moore & Associates will also review any fare revenue supplements associated with local program funds. The integrity of the revenue data collection process should be tested by (a) dividing total fare revenue by passenger count to obtain an average fare per passenger, (b) sampling fare collection data at its source, and (c) comparing the two figures.

#### Subtask 2.4: Review Operator/RTPA Functions

Our audit team will review the various related functions of the transit operators for consistency with those listed in the *Performance Audit Guidebook for Transit Operators and Regional Transportation Planning Entities*.

## Operator Functions

General Management & Organization	Service Planning	Scheduling, Dispatch, & Operations	Personnel Management & Training	Administration	Marketing & Public Information	Maintenance
<ul style="list-style-type: none"> <li>•Administrative Oversight</li> <li>•Organizational Structure &amp; Reporting</li> <li>•Recent Program Changes &amp; Innovations</li> <li>•Areas of Interest to Management &amp; Board</li> </ul>	<ul style="list-style-type: none"> <li>•Strategic Planning</li> <li>•Short-Range Planning</li> <li>•Evaluation of Routes</li> <li>•Planning for Special Needs Transportation</li> <li>•Public Participation</li> <li>•Survey of Riders/Non-Riders</li> </ul>	<ul style="list-style-type: none"> <li>•Assignment of Drivers</li> <li>•Vacation, Absences, &amp; Sick Leave</li> <li>•Assignment of Passengers to Demand-Response Routes</li> <li>•Part-Time and Cover Drivers</li> <li>•Assignment of Vehicles to Routes</li> </ul>	<ul style="list-style-type: none"> <li>•Recruitment</li> <li>•Motivation</li> <li>•Training &amp; Safety</li> <li>•Discipline</li> <li>•Benefits</li> </ul>	<ul style="list-style-type: none"> <li>•Budgeting &amp; MIS</li> <li>•Financial &amp; Grants Management</li> <li>•Risk Management</li> <li>•Contract Management</li> <li>•Facility Management</li> <li>•Accounts Payable</li> <li>•Procurement</li> <li>•Revenue Collection &amp; Cash Management</li> <li>•Payroll</li> </ul>	<ul style="list-style-type: none"> <li>•Marketing &amp; Public Information</li> <li>•Communications with Other Government Agencies</li> </ul>	<ul style="list-style-type: none"> <li>•Preventive Maintenance</li> <li>•Sufficiency of Facility</li> <li>•Vehicle Condition</li> <li>•Repair Scheduling</li> <li>•Parts Management</li> <li>•Communications with Dispatch</li> <li>•Contracting Out</li> <li>•Providing Maintenance to Other Organizations</li> </ul>

Our functional review of each transit operator may include:

- Interviews with management, staff, advisory committees, and select contractor staff;
- Review of documents (i.e., committee reports, surveys, or transit planning studies);
- Calculation of additional metrics to provide additional insight into respective performance;
- Recommended updates to existing Performance Measurement Standards;
- Confirmation that goals and objectives reflect the overall mission, vision, and values of the operator as well as guide the service development process; and
- Review of each operator's response to the COVID-19 pandemic.

The roles and related functions performed by Kern COG differ greatly from those performed by a transit operator. Therefore, the functional review of Kern COG will rely heavily upon the audit team's professional and objective judgment. The majority of an RTPA's functions are difficult to quantify, therefore our audit will focus on the achievements and challenges of Kern COG within each functional area. Further, there are few applicable performance measures for an RTPA (in contrast to the standardized performance measures used to assess transit operator performance). In addition, we will review the RTPA's goal-setting and regional planning activities. When warranted, additional documentation or interviews may be requested to fully examine performance or functional issues. Issues arising during the functional review will be included as functional findings, with recommendations for their resolution.

Our audit team will review the various related functions of the RTPA for consistency with those included in the *Performance Audit Guidebook*.

## RTPA Functions

Administration & Management	Transportation Planning & Regional Coordination	Claimant Relationships & Oversight	Marketing & Transportation Alternatives	Grant Applications & Management
<ul style="list-style-type: none"> <li>•General Administration</li> <li>•Internal Planning &amp; Achievements</li> <li>•Governing Board Activities</li> <li>•Personnel</li> </ul>	<ul style="list-style-type: none"> <li>•Regional Transportation Plan</li> <li>•RTP Topics</li> <li>•RTP Implementation</li> <li>•Information Generation &amp; Distribution</li> <li>•Information Collection</li> </ul>	<ul style="list-style-type: none"> <li>•Technical &amp; Managerial Assistance to Operators</li> <li>•Communication of TDA Reporting</li> <li>•Information &amp; TDA Claim Processing</li> </ul>	<ul style="list-style-type: none"> <li>•Marketing &amp; Public Relations</li> <li>•Public Information &amp; Transportation Alternatives</li> </ul>	<ul style="list-style-type: none"> <li>•Grant Applications &amp; Coordination</li> <li>•Grant Application Assistance</li> <li>•Grant Management &amp; Compliance</li> </ul>

In conducting a functional review of the Kern COG as the RTPA, our audit team will identify and determine the extent and efficiency of the RTPA’s functions using any or all of the following sources:

- Interviews with COG staff and management, select Board members, and technical and/or citizen’s advisory committees as warranted;
- Interviews with the operators under the RTPA’s jurisdiction;
- Supplemental interviews with other regional agencies and/or Caltrans;
- Internal and external agency documents (including Board reports, planning studies, etc.); and
- Organizational policies and processes (including TDA claims).

*Deliverables: Results of all data collection activities will be summarized as part of each entity’s draft audit report.*

### Task 3: Final Reports/Deliverables

#### Subtask 3.1: Draft and Final Reports

The audit report provides a public record of the elements involved in the performance audit process as well as communicates the results and findings of the audit to all parties involved. In addition, the report should provide a clear understanding of concerns identified and recommended solutions to address these concerns.

In developing the draft reports, our audit team will create a matrix summarizing the significant findings and concerns identified during each audit. Working with Kern COG and its operators, we will develop cost effective strategies and recommendations to address each of the issues and concerns identified. Our recommendations will include desired resolution/implementation timeline, anticipated costs associated with each strategy/recommendation, and a most-likely responsible party.

Our draft (preliminary) audit reports will include the following components required in the RFP:

- Identification and summary of compliance findings and recommendations;
- Identification and summary of implementation of past recommendations including problems, improvements, and transit data sources;
- Identification and summary of each operator’s performance indicators; and
- Summary of the functional review of Kern COG and each operator.

Our draft audit reports typically also include several components of the final report as outlined by the RFP. Inclusion of these elements in the draft report allows a complete review of the report at the draft stage, following which additional comments or revisions can be incorporated into the final report. These additional components are:

- Executive Summary, and
- Description of the identified issues of concern.

Following receipt of comments from Kern COG and operator staff on the administrative drafts, Moore & Associates will incorporate necessary comments and produce final report audits inclusive of the following components:

- All materials presented in the draft reports (including comments), and
- Outline of future steps in the implementation process.

Should a presentation of the audit results to the Kern COG Board or one of Kern COG's technical committees be desired, we will make a PowerPoint presentation at a regularly scheduled meeting in September 2023.

*Deliverables: Draft report of Kern COG and operator audits, final report of Kern COG and operator audits, presentation (if desired).*

## Exhibit “B” Project Timeline

### Preliminary Project Schedule

TASKS	MARCH				APRIL				MAY					JUNE				JULY				AUGUST				
	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28
Task 1: Project Implementation																										
Task 2: Data Collection																										
Subtask 2.1: Determine Compliance with Statutory and Regulatory Requirements																										
Subtask 2.2: Follow Up on Prior Performance Audit Recommendations																										
Subtask 2.3: Verify Performance Indicators																										
Subtask 2.4: Review Operator/RTPA Functions																										
Task 3: Final Reports/Deliverables																										
PROJECT MILESTONES																										
<i>Notice to Proceed</i>																										
<i>Project Initiation Meeting</i>																										
<i>Monthly Progress Report</i>																										
<i>Data Collection</i>																										
<i>Site Visits</i>																										
<i>Submit Draft Reports</i>																										
<i>Submit Final Reports</i>																										
<i>Presentation to Kern COG Board (if desired)</i>																										

Rectangular shape



# Exhibit "C"

## Project Budget

### BUDGET AND COST SCHEDULE

	<b>Kathy Chambers</b>		<b>Stephanie Roberts</b>					
	<i>Project Manager</i>		<i>Associate Auditor</i>		<i>Administrative Staff</i>			
<b>TASKS</b>	\$125.40		\$100.32		\$41.80		<b>Total Task Hours</b>	<b>Total Task Cost</b>
<b>Task</b>	<b>Hours</b>	<b>Cost</b>	<b>Hours</b>	<b>Cost</b>	<b>Hours</b>	<b>Cost</b>		
1. Project Implementation	30	\$3,762.00	20	\$2,006.40	4	\$167.20	54	\$5,935.60
2. Data Collection	224	\$28,089.60	190	\$19,060.80	60	\$2,508.00	474	\$49,658.40
3. Final Reports/Deliverables	92	\$11,536.80	68	\$6,821.76	12	\$501.60	172	\$18,860.16
<b>Tasks Subtotal</b>	<b>346</b>	<b>\$43,388.40</b>	<b>278</b>	<b>\$27,888.96</b>	<b>76</b>	<b>\$3,176.80</b>	<b>700</b>	<b>\$74,454.16</b>

#### Direct Costs

<b>Direct Cost</b>		<b>Amount</b>
Printing/presentation		\$500
<b>Direct Costs Subtotal</b>		<b>\$500.00</b>

#### Subconsultants

<b>Subconsultants</b>		<b>Total Cost</b>
<b>Subconsultants Subtotal</b>		<b>\$0.00</b>

<b>PROPOSAL GRAND TOTAL</b>		<b>\$74,954.16</b>
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## Cost Breakdown

Moore & Associates, Inc. 25852 McBean Pkwy #187 Valencia, CA 91355 661.253.1277 www.moore-associates.net February 24, 2023		LINE ITEM BUDGET							
Title of Project:		Triennial Performance Audits							
Client Name:		Kern Council of Governments							
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(w)	(x)
Cost Categories	Maximum Hourly Rate	Task 1		Task 2		Task 3		Grand Total (All tasks)	
		Project Implement.		Data Collection		Final Reports			
		Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
<u>Direct Labor Classification(s):</u>									
Kathy Chambers, Project Manager	\$60.00	30.00	\$1,800.00	224.00	\$13,440.00	92.00	\$5,520.00	346.00	\$20,760.00
Stephanie Roberts, Associate Auditor	\$48.00	20.00	\$960.00	190.00	\$9,120.00	68.00	\$3,264.00	278.00	\$13,344.00
Administrative staff	\$20.00	4.00	\$80.00	60.00	\$1,200.00	12.00	\$240.00	76.00	\$1,520.00
Subtotal - Direct Labor		54.00	\$2,840.00	474.00	\$23,760.00	172.00	\$9,024.00	700.00	\$35,624.00
<u>Overhead &amp; Fringe (inc. G&amp;A):</u>	%								
Overhead	50.00%		\$1,420.00		\$11,880.00		\$4,512.00		\$17,812.00
Fringe	40.00%		\$1,136.00		\$9,504.00		\$3,609.60		\$14,249.60
Subtotal - Overhead & Fringe (inc G&A):			\$2,556.00		\$21,384.00		\$8,121.60		\$32,061.60
<u>Fixed Fee</u>	10.00%								
Subtotal - Fixed Fee:			\$539.60		\$4,514.40		\$1,714.56		\$6,768.56
<u>Other Direct Costs ( ODCs)</u>									
Printing/production			\$0.00		\$0.00		\$500.00		\$500.00
Subtotal - ODCs:			\$0.00		\$0.00		\$500.00		\$500.00
GRAND TOTAL		54.00	\$5,935.60	474.00	\$49,658.40	172.00	\$19,360.16	700.00	\$74,954.16

Our cost proposal assumes all site visits and presentations will be virtual. Should any in-person presentations be desired, they are offered as a cost-option for a cost of \$900 per presentation.

## Project Labor-Hour Allocations

Name	Task 1	Task 2	Task 3	Total Hours
Kathy Chambers	30	224	92	346
Stephanie Roberts	20	190	68	278
Administrative Staff	4	60	12	76
<b>Total</b>	<b>54</b>	<b>474</b>	<b>172</b>	<b>700</b>

### *Cost Breakdown by Milestone*

Milestone	Payment	Unit
Kick-off Meeting	\$1,904.16	
Operator Site Visit	\$2,750.00	Per operator
Kern COG Site Visit	\$3,000.00	
Complete preliminary (draft) audit reports	\$2,000.00	Per entity
Submit final audit reports	\$850.00	Per entity
<b>Total</b>	<b>\$74,954.16</b>	
Presentation (if desired)	\$900.00	Per presentation (cost option)

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



## III. F. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

BY: Fasika P. Montalvo,  
Administrative Assistant

SUBJECT: Kern Council of Governments Consent Agenda Item: III. F.  
FY 2022-2023 Overall Work Program and Financial Plan  
Amendment No. 2: Resolution No. 23-10

**DESCRIPTION:** Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (budget). Amendment No. 2 represents a net budgetary increase of \$16,866.

**DISCUSSION:** Attached are the worksheets documenting the details of FY 2022-2023 OWP and Financial Plan, Amendment No. 2. Staff recommends the following significant changes:

### Financial Plan

- Incorporate a net increase in revenues of \$16,866. This revision includes an increase in federal funds \$67,053, an increase in state funds \$14,931, and a decrease in local funds (\$65,118).
- Incorporate a net increase in expenditure appropriations of \$13,000.

### Overall Work Program

Adjustments were made to four work elements to match Final Fiscal Year 2022-23 FHWA-PL, FTA 5303, and SB-1 Allocation Numbers; and so the OWP will reconcile to the Financial Plan.

The revision is detailed below.

- Increase SB-1 WE 203.4 for Sustainable Communities Strategy Forecast and Travel Model Activity Program by \$14,931.

**ACTION:** Approve Amendment No. 2 to the FY 2022-2023 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-10. ROLL CALL VOTE.

## Kern Council of Governments

FINANCIAL PLAN SUMMARY  
FY 2022-2023

Revised: April 7, 2023

Account No./Title	2022-23 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	2022-23 Revised
<b>REVENUE</b>					
4140-Federal Grants	\$ 3,361,588	\$ 209,766	\$ 67,053		\$ 3,638,407
3955-State Grants	\$ 3,167,225	\$ 8,727	\$ 14,931		\$ 3,190,883
4220-Regional Planning/Admin.	\$ 1,248,549	\$ 72,996	\$ (65,118)		\$ 1,256,427
4220-Local Contracts	\$ 84,740	\$ 29,426			\$ 114,166
5370-Miscellaneous	\$ 25,000				\$ 25,000
<b>TOTAL REVENUE</b>	<b>\$ 7,887,102</b>	<b>\$ 320,915</b>	<b>\$ 16,866</b>	<b>\$ -</b>	<b>\$ 8,224,883</b>
<b>EXPENDITURES</b>					
<b>Personnel:</b>					<b>TOTAL</b>
6110-Regular Salaries & Wages	\$ 2,129,327				\$ 2,129,327
6200-Extra-Help Wages	\$ 42,979				\$ 42,979
6410/6600-Fringe Benefits	\$ 1,272,372				\$ 1,272,372
<b>SUBTOTAL-PERSONNEL</b>	<b>\$ 3,444,677</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,444,677</b>
<b>SUBTOTAL-7500 - PROFESSIONAL</b>	<b>\$ 3,464,770</b>	<b>\$ 275,690</b>			<b>\$ 3,740,460</b>
<b>SERVICES &amp; SUPPLIES</b>					
6841-Communications	\$ 15,120				\$ 15,120
6900-Insurance	\$ 18,000				\$ 18,000
6970-Maintenance-Equipment	\$ 12,000		\$ 13,000		\$ 25,000
7001-Maintenance-Structures	\$ 2,000				\$ 2,000
7400-Memberships	\$ 39,075				\$ 39,075
7450-Office Supplies	\$ 127,940	\$ (1,011)			\$ 126,929
7525-Data Processing	\$ 75,210				\$ 75,210
7600-Public/Legal Notices	\$ 58,075	\$ (12,375)			\$ 45,700
7630-Leases-Equipment	\$ -				\$ -
7650-Leases-Structures	\$ 150,000				\$ 150,000
7700-Special Dept. Expense	\$ 16,000				\$ 16,000
7730-Training & Development	\$ 2,000				\$ 2,000
7740-Travel Expenses	\$ 91,573	\$ (4,500)			\$ 87,073
7750-Personal Vehicle Mileage	\$ 24,224	\$ (20)			\$ 24,204
7970-Kern County Indirect Costs	\$ 3,000				\$ 3,000
7990-Depreciation Expense	\$ 21,000				\$ 21,000
7995-Bad Debt Expense	\$ -				\$ -
<b>SUBTOTAL-SERVICES &amp; SUPPLIES</b>	<b>\$ 655,217</b>	<b>\$ (17,906)</b>	<b>\$ 13,000</b>	<b>\$ -</b>	<b>\$ 650,311</b>
<b>SUBTOTAL-8601-CAPITAL OUTLAY</b>	<b>\$ 22,400</b>	<b>\$ 33,600</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 56,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 7,587,064</b>	<b>\$ 291,384</b>	<b>\$ 13,000</b>	<b>\$ -</b>	<b>\$ 7,891,448</b>
Depreciation Adjustment		\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS/(DEFICIT)</b>	<b>\$ 300,038</b>	<b>\$ 29,531</b>	<b>\$ 3,866</b>	<b>\$ -</b>	<b>\$ 333,435</b>

## SCHEDULE OF FY 2022-2023 OVERALL WORK PROGRAM AMENDMENTS

Revised: April 7, 2023

Work Element Title	Number	Approved Budget	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Revised Budget
Air Quality Modeling/Transportation Management	101.1	\$ 88,701				\$	88,701
Environmental Review and Monitoring Program	102.1	\$ 32,521				\$	32,521
Community and Environmental Inventory Mapping System	201.1	\$ 508,627				\$	508,627
Mapping Services and Technical Support	201.2	\$ -				\$	-
2022-2023 Sustainable Communities Public Participation	203.1B	\$ 102,453	\$ 2,781			\$	105,234
2022-2023 Sustainable Communities Performance Measures	203.2B	\$ 61,904				\$	61,904
2022-2023 Sustainable Communities Mobility Innovations and Incentiv	203.3B	\$ 109,102				\$	109,102
2022-2023 Sustainable Communities Strategy Forecast and Travel M	203.4B	\$ 150,012	\$ 5,946	\$ 16,866		\$	172,824
Regional Housing Need Allocation Plan/Regional Early Action Plannin	203.5	\$ 538,117				\$	538,117
SJV Household Travel Survey	203.6	\$ 166,236				\$	166,236
Regional Transportation Plan/Congestion Management Process	601.1	\$ 287,991				\$	287,991
RTP/CIP Financial Element	601.2	\$ 70,699				\$	70,699
Regional Transportation Community Survey & Outreach	601.3	\$ 173,174				\$	173,174
Federal Performance Measures Data and Analysis	601.4	\$ 52,746				\$	52,746
Transportation Improvement Program	602.1	\$ 397,085				\$	397,085
Project Planning & Development Assistance for Federal-Aid Projects	602.2	\$ 296,099				\$	296,099
Transportation Systems Monitoring and Coordination	603.1	\$ 54,232				\$	54,232
Traffic Count Program	603.2	\$ 93,997				\$	93,997
Mobility Innovations and Incentives	603.3	\$ 60,957				\$	60,957
Kern Electric Vehicle (EV) Blueprint	603.4	\$ 1,212,035				\$	1,212,035
MD&HD Zero-Emission Vehicle Infrastructure	603.5	\$ 102,894				\$	102,894
Regional Travel Demand Model Maintenance	604.1	\$ 370,497				\$	370,497
Regional Growth Forecast Model Data & Analysis	604.2	\$ 56,793				\$	56,793
Regional Travel Demand Model Analysis	604.3	\$ 37,291				\$	37,291
Corridor/Major Investment/Impact Studies	605.1	\$ 7,382				\$	7,382
Transit, Aviation and Passenger Rail Planning	606.1	\$ 181,581				\$	181,581
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ -	\$ 338,885			\$	338,885
Kern Rural Transit Consolidation Strategy	606.6	\$ -				\$	-
Active Transportation and Complete Streets Program	608.1	\$ 61,890	\$ 27,056			\$	88,946
ATP C5 Safe Routes for Cyclists	608.2	\$ 627,196				\$	627,196
Transportation Demand Management	609.1	\$ 266,272				\$	266,272
Freight Planning	610.1	\$ 62,383				\$	62,383
Phase II KARGO Sustainability Study	610.2	\$ 333,999	\$ (53,752)			\$	280,247
I-5 Freight ZERO Pilot Study	610.3	\$ -				\$	-
Grant Writing	801.1	\$ 37,604				\$	37,604
Regional Technical Assistance	902.1	\$ 85,557				\$	85,557
Information and Data Management	903.1	\$ 99,665				\$	99,665
Interregional Transportation Coordination	904.1	\$ 146,080				\$	146,080
Local Clearinghouse Review Program	904.2	\$ 5,023				\$	5,023
Local Reimbursement	1001.1	\$ 112,457				\$	112,457
Legislative Program	1001.2	\$ 55,283				\$	55,283
Transportation Development Act (TDA) Program	1001.3	\$ 250,082				\$	250,082
Information Services and Tribal Consultation	1001.4	\$ 132,074				\$	132,074
Overall Work Program (OWP) Development and Monitoring	1001.5	\$ 288,670				\$	288,670
KMAA System Administration and Operations	2001.1	\$ 28,470				\$	28,470
511 System Administration and Operations	2002.1	\$ 56,270				\$	56,270
<b>T O T A L S</b>		<b>\$ 7,862,102</b>	<b>\$ 320,916</b>	<b>\$ 16,866</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,199,884</b>
<b>CARRYOVER FUNDS</b>		<b>\$ 2,179,349</b>	<b>\$ (81,507)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,097,842</b>
<b>FY 2022-23 ESTIMATED FUNDS</b>		<b>\$ 5,682,753</b>	<b>\$ 402,422</b>	<b>\$ 16,866</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,102,041</b>
<b>TOTAL (CONTROL)</b>		<b>\$ 7,862,102</b>	<b>\$ 320,915</b>	<b>\$ 16,866</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,199,883</b>

Funding Source	FTA	FTA	FTA	FTA	FHWA	FHWA	FHWA	FHWA	FHWA	FHWA	Caltrans	STIP PPM	SB-1 22-23	SB-1 21-22	HCD	CARB	CEC	Toll Credits*	Regional	Regional	Regional	Local	TOTAL		
	SEC.5304	SEC.5303	SEC.5303	SEC.5303	PL	PL	PL	PL	PL	RSTP	CMAQ								SPR	ATP	Planning	Planning	Planning	Contracts	BUDGET
	Rural 89/11	MPO	MPO	MPO	89/11	20-21	21-22	(9)	(10)	(10a)	(11a)								(11b)	(11e)	Caryover	(12a)	(12c)	(12d)	Match
Cost Sharing (grantor % / KCOG %)	FedNotes	(4)	(5)	20-21	21-22	89/11	20-21	21-22	(9)	(10)	(10a)	(11a)	(11b)	(11e)	Caryover	(12a)	(12c)	(12d)		(13)	(14)				
Air Quality Modeling/Transportation Management	101.1		\$ 44,350			\$ 44,351												\$ 10,174	\$ -	\$ -	\$ -		\$ 88,701		
Environmental Review and Monitoring Program	102.1		\$ 17,461			\$ 15,060												\$ 3,730	\$ -	\$ -	\$ -		\$ 32,521		
Community and Environmental Inventory Mapping System	201.1		\$ 195,697	\$ 6,229		\$ 224,087	\$ 48,405	\$ 24,665										\$ 54,416	\$ -	\$ 9,544	\$ 9,544		\$ 508,627		
Mapping Services and Technical Support	201.2																	\$ -	\$ -	\$ -	\$ -		\$ -		
2022-2023 Sustainable Communities Public Participation	203.1B												\$ 90,701	\$ 2,781				\$ -	\$ 11,751	\$ 1	\$ 11,752		\$ 105,234		
2022-2023 Sustainable Communities Performance Measures	203.2B												\$ 54,804					\$ -	\$ 7,100	\$ -	\$ 7,100		\$ 61,904		
2022-2023 Sustainable Communities Mobility Innovations and Incentives Planning	203.3B												\$ 96,588					\$ -	\$ 12,514	\$ -	\$ 12,514		\$ 109,102		
2022-2023 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4B												\$ 147,737	\$ 5,946				\$ -	\$ 19,141	\$ -	\$ 19,141		\$ 172,824		
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5															\$ 538,117		\$ -	\$ -	\$ -	\$ -		\$ 538,117		
S/JV Household Travel Survey	203.6																	\$ -	\$ -	\$ -	\$ -		\$ 166,236		
Regional Transportation Plan/Congestion Management Process	601.1		\$ 82,558			\$ 125,433						\$ 80,000						\$ 23,857	\$ -	\$ 166,236	\$ 166,236		\$ 287,991		
RTP/CIP Financial Element	601.2					\$ 70,699												\$ 8,109	\$ -	\$ -	\$ -		\$ 70,699		
Regional Transportation Community Survey & Outreach	601.3					\$ 98,174						\$ 75,000						\$ 11,261	\$ -	\$ -	\$ -		\$ 173,174		
Federal Performance Measures Data and Analysis	601.4					\$ 52,746												\$ 6,050	\$ -	\$ -	\$ -		\$ 52,746		
Transportation Improvement Program	602.1					\$ 213,087	\$ 31,022	\$ 68,244										\$ 27,999	\$ -	\$ 84,732	\$ 84,732		\$ 397,085		
Project Planning & Development Assistance for Federal-Aid Projects	602.2					\$ 258,459	\$ 37,640											\$ 29,845	\$ -	\$ -	\$ -		\$ 296,099		
Transportation Systems Monitoring and Coordination	603.1					\$ 54,232												\$ 6,220	\$ -	\$ -	\$ -		\$ 54,232		
Traffic Count Program	603.2								\$ 79,677									\$ -	\$ 10,323	\$ 3,997	\$ 14,320		\$ 93,997		
Mobility Innovations and Incentives	603.3					\$ 41,768		\$ 19,189										\$ 4,791	\$ -	\$ -	\$ -		\$ 60,957		
Kern Electric Vehicle (EV) Blueprint	603.4																\$ 1,212,035	\$ -	\$ -	\$ -	\$ -		\$ 1,212,035		
MD&HD Zero-Emission Vehicle Infrastructure	603.5																\$ 102,894	\$ -	\$ -	\$ -	\$ -		\$ 102,894		
Regional Travel Demand Model Maintenance	604.1					\$ 181,779		\$ 188,718										\$ 20,850	\$ -	\$ -	\$ -		\$ 370,497		
Regional Growth Forecast Model Data & Analysis	604.2					\$ 56,793												\$ 6,514	\$ -	\$ -	\$ -		\$ 56,793		
Regional Travel Demand Model Analysis	604.3					\$ 37,291												\$ 4,277	\$ -	\$ -	\$ -		\$ 37,291		
Corridor/Major Investment/Impact Studies	605.1					\$ 7,382												\$ 847	\$ -	\$ -	\$ -		\$ 7,382		
Transit, Aviation and Passenger Rail Planning	606.1		\$ 64,532		\$ 22,445	\$ 87,125		\$ 7,479										\$ 17,395	\$ -	\$ -	\$ -		\$ 181,581		
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 300,000																\$ -	\$ -	\$ 9,459	\$ 9,459	\$ 29,426	\$ 338,885		
Kern Rural Transit Consolidation Strategy	606.6																	\$ -	\$ -	\$ -	\$ -		\$ -		
Active Transportation and Complete Streets Program	608.1					\$ 51,022		\$ -									\$ 37,924	\$ 5,852	\$ -	\$ -	\$ -		\$ 88,946		
ATP C5 Safe Routes for Cyclists	608.2										\$ 601,356							\$ -	\$ 25,840	\$ -	\$ 25,840		\$ 627,196		
Transportation Demand Management	609.1									\$ 222,148								\$ -	\$ 28,782	\$ 15,342	\$ 44,124		\$ 266,272		
Freight Planning	610.1					\$ 62,383												\$ 7,155	\$ -	\$ -	\$ -		\$ 62,383		
Phase II KARGO Sustainability Study	610.2										\$ 190,259							\$ 63,476	\$ 26,512	\$ 89,988		\$ 280,247			
I-5 Freight ZERO Pilot Study	610.3																	\$ -	\$ -	\$ -	\$ -		\$ -		
Grant Writing	801.1																	\$ -	\$ -	\$ 37,604	\$ 37,604		\$ 37,604		
Regional Technical Assistance	902.1											\$ 73,000						\$ -	\$ -	\$ 12,557	\$ 12,557		\$ 85,557		
Information and Data Management	903.1					\$ 48,180		\$ 51,485										\$ 5,526	\$ -	\$ -	\$ -		\$ 99,665		
Interregional Transportation Coordination	904.1					\$ 52,596		\$ 21,484										\$ 6,033	\$ -	\$ -	\$ -		\$ 146,080		
Local Clearinghouse Review Program	904.2																	\$ -	\$ -	\$ 5,023	\$ 5,023		\$ 5,023		
Local Reimbursement	1001.1																	\$ -	\$ -	\$ 112,457	\$ 112,457		\$ 112,457		
Legislative Program	1001.2																	\$ -	\$ -	\$ 55,283	\$ 55,283		\$ 55,283		
Transportation Development Act (TDA) Program	1001.3																	\$ -	\$ -	\$ 250,082	\$ 250,082		\$ 250,082		
Information Services and Tribal Consultation	1001.4					\$ 69,324		\$ 62,750										\$ 7,951	\$ -	\$ -	\$ -		\$ 132,074		
Overall Work Program (OWP) Development and Monitoring	1001.5																	\$ -	\$ -	\$ 288,670	\$ 288,670		\$ 288,670		
KMAA System Administration and Operations	2001.1																	\$ -	\$ -	\$ -	\$ -	\$ 28,470	\$ 28,470		
511 System Administration and Operations	2002.1																	\$ -	\$ -	\$ -	\$ -	\$ 56,270	\$ 56,270		
SUBTOTAL		\$ 300,000	\$ 404,598	\$ 6,229	\$ 22,445	\$ 1,851,971	\$ 79,427	\$ 481,654	\$ 79,677	\$ 222,148	\$ 190,259	\$ 601,356	\$ 300,000	\$ 389,830	\$ 8,727	\$ 538,117	\$ 37,924	\$ 1,314,929	\$ 268,653	\$ 1,077,499	\$ 1,256,427	\$ 114,166	\$ 8,199,880		
CARRYOVER FUNDS		\$ -	\$ -	\$ 6,229	\$ 22,445	\$ -	\$ 79,427	\$ 481,654	\$ -	\$ -	\$ 190,259	\$ 601,356	\$ -	\$ -	\$ 8,727	\$ 538,117	\$ 37,924	\$ -	\$ -	\$ -	\$ 131,705	\$ -	\$ -		
FY 2022-23 FINAL FUNDS		\$ 300,000	\$ 404,598	\$ -	\$ 1,851,971	\$ -	\$ 79,677	\$ 222,148	\$ -	\$ -	\$ 300,000	\$ 389,830	\$ -	\$ -	\$ -	\$ -	\$ 1,314,929	\$ -	\$ -	\$ -	\$ 1,124,722	\$ 114,166	\$ -		
SUBTOTAL		\$ 300,000	\$ 404,598	\$ 6,229	\$ 22,445	\$ 1,851,971	\$ 79,427	\$ 481,654	\$ 79,677	\$ 222,148	\$ 190,259	\$ 601,356	\$ 300,000	\$ 389,830	\$ 8,727	\$ 538,117	\$ 37,924	\$ 1,314,929	\$ -	\$ -	\$ 1,256,427	\$ 114,166	\$ -		
		\$ -	\$ -	\$ 0	\$ -	\$ -	(0)	\$ 0	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -		

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



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

RESOLUTION 23-10

In the matter of:

AMENDMENT NO. 2 TO THE FY 2022-2023 OVERALL WORK PROGRAM AND FINANCIAL PLAN

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

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

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

WHEREAS, Kern COG has adopted an OWP and Financial Plan for Fiscal Year 2022-2023; and

WHEREAS, Amendment No. 2 will result in increased net total budgetary appropriations of \$16,866 as detailed in the attachments, attached hereto and made a part of this Resolution No. 23-XX by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 2 to the FY 2022-2023 Overall Work Program/Financial Plan is hereby authorized.

AUTHORIZED AND SIGNED THIS 20th DAY OF APRIL 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

\_\_\_\_\_  
Bob Smith, Chair  
Kern Council of Governments

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 20th day of April 2023.

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

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





## III. G. COG

April 20, 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. G.  
EV Ready Communities Agreement between Kern COG and California Clean Transportation LLC  
as funded by the California Energy Commission ARV-20-0101

### DESCRIPTION:

EV Ready Communities agreement between Kern COG and California Clean Transportation LLC to provide funding for the installation of two 11kWh Level 2 and one 60KW DC Fast Electric Vehicle chargers to support customer and employee electric vehicle charging at the Tony's Firehouse Pizza & Grill, 10201 CA-178, Bakersfield, CA 93306. 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 (1) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (2) increasing the matching fund requirement to \$833,377, (3) extending the term of the agreement to December 31, 2024, (4) revising the Scope of Work, and (5) revising the Schedule of Products.

Kern COG is moving forward with installing charging stations at sites in Kern County as described in the 2019 Kern County EV Charging Station Blueprint. Kern COG worked with California Clean Transportation LLC (CCT) to identify appropriate sites with willing site hosts, who provided letters authorizing CCT to secure funding and to install and operate the stations. The stations must be operational by August 25, 2023.

Under the agreement, California Clean Transportation LLC (CCT) will receive \$70,000 to complete administrative reporting requirements, to purchase and install one 60KW DC Fast Charger, and two 11kWh Level 2 Chargers to support public and employee charging of electric vehicles at Tony's Firehouse Grill and Pizza in Bakersfield, CA. CCT will provide EV Charging Data and Analysis Reports. Additionally, CCT 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 agreement is April 20, 2023, and the termination date is October 31, 2024. CCT agrees to provide \$32,000 in matching funds against a total estimated project cost of \$102,000. If the total project cost exceeds \$102,000 CCT will identify additional funding to complete the project. If the project comes in under budget, the costs will be split 68.6% CCT and 31.4% EV Ready Community funding, with the remaining EV Ready Community funding reverting to Kern COG to fund other projects.

Staff requests approval of the agreement.

ACTION: Approve the Agreement between Kern Council of Governments and California Clean Transportation LLC; authorize Chair to sign. ROLL CALL VOTE.

**GRANT FUNDING AGREEMENT  
BETWEEN  
KERN COUNCIL OF GOVERNMENTS  
AND  
California Clean Transportation LLC**

**THIS AGREEMENT (“Agreement”)** is made and entered into on April 20, 2023 (“**Execution Date**”), by and between the Kern Council of Governments (“**Kern COG**”) and California Clean Transportation LLC (“**Grantee**”). Kern COG and Grantee may be referred to individually as “**Party**” and collectively as “**Parties.**”

**RECITALS:**

(a) WHEREAS, Grantee and Kern COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint; and

(b) WHEREAS, Grantee 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 Kern County 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

(c) WHEREAS, Kern COG applied for and was awarded an EV Ready Communities grant by the California Energy Commission (“**CEC**” herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

(d) WHEREAS, Grantee recognizes that Grantee 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

(e) 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.

(f) Grantee has provided a Letter of Authorization and will enter into an agreement with Firehouse Enterprises 178 Inc. to install and operate one 60KW Level DCFC and two 11kWh Level 2 electric vehicle charging stations (in substantially similar form to the form of agreement attached hereto as **Exhibit D**). at Tony's Firehouse Grill & Pizza, 10710 CA-178, Bakersfield, CA 93306.

(g) Grantee has agreed to provide matching funds amounting to \$32,000 or a minimum of 25% of the total project cost, and



(h) Grantee represents that it is willing and able to perform the activities set forth herein.

### **AGREEMENT:**

1. **Project.** Grantee shall perform all activities and work necessary to complete the project described in **Exhibit A** which is attached hereto and incorporated herein by this reference. Grantee agrees to furnish all labor, materials, equipment, licenses, permits, fees and other incidentals necessary to perform and complete, on schedule and in a professional manner, the services described herein. Grantee represents that Grantee either has the expertise necessary to adequately perform the project specified in said **Exhibit A** or will hire personnel with the necessary expertise.

Kern COG shall have the right to review, comment, and request changes to any report produced as a result of this Agreement.

2. **Period of Performance/Timetable.** Grantee shall commence performance of work and diligently execute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit B** unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. **Additional Required Terms.** In addition to the terms and conditions provided in this Agreement, Grantee shall also comply with the CEC-required terms and conditions contained in **Exhibit C** attached hereto and incorporated herein by this reference, as if it were the Recipient thereunder, to the extent context requires such terms to apply to Grantee.

4. **Compensation.** The total obligation of Kern COG under this Agreement shall not exceed seventy thousand dollars (\$70,000) or 75% of the total project cost, whichever amount is lower.

Grantee shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by Kern COG, satisfactory written evidence of such funding commitments shall be provided to Kern COG prior to the release by Kern COG of any funds under this Agreement. In the event funding from other sources for the total cost of the project, as outlined in **Exhibit A**, is not received by Grantee, Kern COG reserves the right to terminate or renegotiate this Agreement. In that event, if requested by Kern COG, Grantee shall return any Kern COG funds previously paid to Grantee.

5. **Payments.**

A. Advanced payments shall not be permitted. Payments will be permitted only for that portion of services that have been satisfactorily rendered as supported by a claim submitted in writing to Kern COG, and an equal percentage of matching fund expenditures have been demonstrated. Kern COG shall reimburse Grantee in arrears, after receipt and verification of the properly supported claim for payment. Claims and all

supporting documentation shall be submitted directly to Kern COG. Kern COG shall retain 10% of all invoiced amounts until final acceptance and contract closeout.

B. All invoices for payment shall be submitted in a form approved by Kern COG and the CEC and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred, and shall include a cumulative total of all payments received. Payment will be made to Grantee within thirty (30) days of receipt and approval of an invoice by Kern COG.

C. The amount to be paid to Grantee under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the Grantee. The Grantee shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.

D. Concurrently with the submission of any claim for payment, Grantee shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, subcontractors or consultants who have provided materials or performed work for the EV charging station scope for which payment is being requested by Grantee. It is understood that all costs and expenses incidental to Grantee's performance of services under this Agreement shall be borne exclusively by Grantee.

E. Any compensation which is not expended by Grantee pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to Kern COG. Only expenditures incurred by the Grantee in the direct performance of this Agreement will be reimbursed by Kern COG. Only allowable expenditures, as determined in the sole discretion of Kern COG, will be reimbursed by Kern COG. All final claims shall be submitted by Grantee within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by Kern COG on claims submitted beyond the 60-day closeout period.

6. **Non-Allocation of Funds.** The terms of this Agreement and the services to be provided hereunder are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving the Grantee thirty (30) days prior written notice.

7. **Term.** This Agreement shall be deemed in force as of the Execution Date and shall remain in effect through November 25, 2024.

8. **Assignment.** Grantee shall not assign, sublet, or transfer this Agreement, or any part hereof. Grantee shall not assign any monies due or which become due to Grantee under this Agreement without the prior express and written approval of Kern COG.

9. **Negation of Partnership.** In performance of all services under this Agreement, Grantee shall be, and acknowledges that Grantee is, in fact and law, an independent

contractor and not an agent or employee of Kern COG. Grantee has and retains the right to exercise full supervision and control of the manner and methods by which Grantee shall perform its work under this Agreement. Grantee retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Grantee in the performance of work hereunder. However, Kern COG shall retain the right to administer this Agreement so as to verify that Grantee is performing its obligations in accordance with the terms and conditions thereof. With respect to Grantee's employees, if any, Grantee shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

10. **Disclosure Statement.** The Grantee certifies that no other CEC or other State funding is being used for the project described in **Exhibit "A"** of this Agreement. If the Grantee or any other third party designee is found to have used additional CEC or other State funding for this project without disclosing the information to Kern COG, Kern COG will pursue at least one or more of the following actions.

If the Grantee or any other third party designee is found to have used other CEC funding or other State funding for this project without disclosing the information to Kern COG, Kern COG will pursue one or more of the following actions:

- A. The Grantee may be disqualified from all Kern COG funding sources for this project;
- B. The Grantee may be banned from submitting future applications to any and all Kern COG DMV Grant Program solicitations; or
- C. Kern COG may seek any and all available civil remedies against the Grantee for such conduct.

11. **Indemnification.** In addition to the indemnity obligations contained in **Exhibit C**, Grantee agrees to indemnify, defend and hold harmless Kern COG and Kern COG's Board members, officials, agents, 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 counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Grantee or Grantee's officers, agents, employees, independent contractors, subcontractors 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 Grantee by any person or entity.



12. **Insurance.** Grantee, 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 Grantee actions in connection with the performance of Grantee obligations, as required in this Agreement, shall secure and maintain insurance as described below. Grantee shall not perform any work under this Agreement until Grantee has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by Kern COG. Grantee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by Grantee or Kern COG as an additional insured.

A. During the performance of all work described in **Exhibit "A"**, Grantee shall maintain, or require that all sub-contractors hired by Grantee to perform work on the project maintain, the following insurance coverages:

(1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

Grantee shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Grantee. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Grantee shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

Grantee shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the Grantee's performance of work under this Agreement. The amount of said insurance coverage required by this Agreement shall at be least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

(3) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage, which shall not be less than one million dollars (\$1,000,000) each occurrence.

(4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. 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 using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.



(5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by the Executive Director of Kern COG.

B. Prior to Grantee commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to Kern COG by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.

C. Cancellation of Insurance – All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Grantee in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Grantee (and any sub-contractors hired by Grantee) 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.

D. All insurance shall be issued by a company or companies listed in the current “Best’s Key Rating Guide” publication with a minimum of an “A-; VII” rating, or in special circumstances, be pre-approved by Kern COG.

E. If Grantee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Grantee shall provide coverage equivalent to the insurance coverages and endorsements required above. Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Grantee is equivalent to the above-required coverages.

F. All insurance afforded by Grantee, and any sub-contractors hired by Grantee, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by Kern COG. A waiver of subrogation will be granted in favor of Kern COG. A waiver of subrogation is only required when Grantee’s personnel deliver services or perform services for Kern COG while on Kern COG property.

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Grantee 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.

H. Failure by Grantee or any sub-contractors hired by Grantee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Grantee. Kern COG, at its sole option, may terminate this

Agreement and obtain damages from Grantee resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Grantee, Kern COG shall deduct from sums due to Grantee any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Grantee pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Grantee 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 Grantee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. **Termination.**

A. For Cause - Kern COG may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of Kern COG, CONTRACTOR has:

- (1) Illegally or improperly used funds;
- (2) Failed to comply with any term of this Agreement;
- (3) Submitted to Kern COG a substantially incorrect or incomplete report; or
- (4) Improperly performed services.

In no event shall any payment by Kern COG constitute a waiver by Kern COG of any breach of this Agreement or any default, which may then exist on the part of the Grantee. Neither shall such payment impair or prejudice any remedy available to Kern COG with respect to the breach or default. Kern COG shall have the right to demand of the Grantee the repayment to Kern COG of any funds disbursed to the Grantee under this Agreement which in the judgment of Kern COG or CEC were not expended in accordance with the terms of this Agreement. The Grantee shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, Kern COG may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

B. For Convenience - Kern COG may terminate this Agreement at any time upon giving Grantee at least thirty (30) days' advance written notice of its intention to terminate. In such case, the Grantee shall, subject to **Section 5**, be paid for all actual costs incurred up to the time of the termination.

14. **Notices.** All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To Kern COG

Ahron Hakimi  
Executive Director  
Kern COG  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, CA 93301

To Grantee

Stephen Amstutz  
CEO  
California Clean Transportation LLC  
1527 19<sup>th</sup> Street, Suite 410  
Bakersfield, CA 93301

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

15. **Conflict of Interest.** The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. Grantee agrees that they are unaware of any financial or economic interest of any public officer or employee of Kern COG relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Kern COG may immediately terminate this Agreement by giving written notice thereof. Grantee shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

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

17. **Authority to Bind Kern COG.** It is understood that Grantee, in Grantee's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind Kern COG to any agreements or undertakings.

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

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

21. **Choice of Law/Venue.** The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

22. **Confidentiality.** Grantee shall not, without the written consent of Kern COG, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive termination of this Agreement.

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

24. **Severability.** Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

25. **Compliance with Law.** Grantee shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

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

27. **Time of Essence.** Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

29. **Nondiscrimination.** Neither Grantee, nor any officer, agent, employee, servant, or subcontractor of Grantee, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.

30. **Audit, Inspection, and Retention of Records.** Grantee agrees to maintain and make available to Kern COG accurate books and records relative to all its activities under

this Agreement. Grantee shall permit Kern COG or CEC to audit, examine, and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records, personnel, or other data related to all other matters covered by this Agreement. Grantee shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon Kern COG herein.

Grantee shall be subject to an audit by Kern COG or its authorized representative to determine if the revenues received by Grantee were spent for the reduction of pollution as provided in AB 2766 and to determine whether said funds were utilized as provided by law and this Agreement. If, after audit, Kern COG makes a determination that funds provided Grantee pursuant to this Agreement were not spent in conformance with this Agreement, AB 2766 or any other applicable provisions of law, Grantee agrees to immediately reimburse Kern COG all funds determined to have been expended not in conformance with said provisions.

31. **Non-Collusion Covenant.** Grantee represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with Kern COG. Grantee has received from Kern COG no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

32. **Political Activity and Lobbying Prohibited.** None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

33. **No Third-Party Rights.** Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.

34. **Compliance with IRCA.** Grantee acknowledges that Grantee, and all subcontractors hired by Grantee to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Grantee is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Grantee to perform services under this Agreement are in compliance with the IRCA.

In addition, Grantee agrees to indemnify, defend, and hold harmless Kern COG, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that Grantee's employees, or the employees of any subcontractor hired by Grantee, are not authorized to work in the United States for

Grantee or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Grantee or Grantee's subcontractor.

35. **Signature Authority.** Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this Agreement.

**Kern Council of Governments**

**California Clean Transportation LLC**

By \_\_\_\_\_  
Chairman, Kern COG Board  
"Kern COG"

By \_\_\_\_\_  
Stephen Amstutz, CEO  
"Grantee"

**APPROVED AS TO CONTENT:**  
Kern Council of Governments

**APPROVED AS TO FORM:**  
Attorney

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

By \_\_\_\_\_  
Attorney

**APPROVED AS TO FORM:**  
Office of the County Counsel

By \_\_\_\_\_  
Brian Van Wyk, Deputy



## Exhibit A SCOPE OF WORK

### TECHNICAL TASK LIST

Task #	CCT Tasks	Task Name
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

Task #	Kern COG Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Project Manager (PM)	TBD by RFP	
2	Linda Urata	<i>CCT, Site Host Tony's Firehouse Grill &amp; Pizza</i>	
3	Linda Urata	NA	NA
4	Susanne Campbell, Bob Snoddy	<i>CCT, Site Host Tony's Firehouse Grill &amp; Pizza</i>	
5	Linda Urata, Susanne Campbell	NA	
6	Linda Urata	NA	
7	Linda Urata	TBD	

### GLOSSARY

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

Term/ Acronym	Definition
CAM	Commission Agreement Manager
CEC	California Energy Commission

Term/ Acronym	Definition
CTP	Clean Transportation 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
Recipient	An applicant awarded a grant under a California Energy Commission solicitation

## 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, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

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

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

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

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

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

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

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

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

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

The objectives of the Agreement between Kern COG and California Clean Transportation LLC (Recipient) are for the Recipient to install battery electric vehicle and battery electric equipment charging stations, to provide usage and operational data reports, and to conduct education and awareness efforts to support developing the use of the charging stations installed by Recipient and in Kern County at Tony's Firehouse Grill & Pizza at 10201 CA-178, Bakersfield, CA 93306 [Firehouse Enterprises 178 Inc.]. Additionally, the Recipient will participate in the development of the 2024 Kern EV Charging Station Blueprint if requested.

California Clean Transportation LLC (CCT) has provided a Letter of Authorization signed by the President, Anthony Martinez, of Tony's Pizza Kitchen allowing CCT to act as "Agent" for the purpose of purchasing and construction of charging stations at Tony's Firehouse Grill & Pizza at 10201 CA-178, Bakersfield, CA 93306. CCT will enter into a Site Host Agreement with Firehouse Enterprises 178 Inc..

## **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 Accounting Administrative Assistant. The Recipient shall bring its Project Manager and any others they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
  - Letter of Authorization from Firehouse Enterprises Inc. to Recipient

- Site Host Agreement between Recipient and Firehouse Enterprises Inc.
- Agreement Terms and Conditions
- Match fund documentation. No reimbursable work may be done until this documentation is in place.
- Permit documentation!
- Subcontracts needed to carry out project
- The Project Manager's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports
- Final Report

**Recipient Products:**

- Site Host Agreement between Recipient and Firehouse Enterprises Inc.
- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

**Project Manager Product:**

- Kick-Off Meeting Agenda

**Task 1.2 Monthly Progress Reports**

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

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

**The Recipient shall:**

- Prepare a Monthly Progress Report using the provided template. Each progress report is due to the Commission Agreement Manager within 8 days of the end of the reporting period.
- In the first invoice, document and verify match expenditures and provide a synopsis of project progress.

**Recipient Products:**

- Monthly Progress Reports

- Invoices; Retention Invoice

### **Task 1.3 Final Report**

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, to raise any areas where implementation may be improved, provide information (if applicable) regarding special circumstances of deploying EV Charging Infrastructure in Disadvantaged Communities in rural areas.

The objectives of the Final Report are to describe the project's purpose, approach, activities performed and results clearly and completely. The recipient will 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 project management processes of Kern COG and/or the CEC.

The Final Report is a public document. If the Recipient desires confidential status from the CEC (and Kern COG), the Recipient will prepare a public version of the Final Report and may be asked to prepare a confidential version of the Final Report.

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

- Prepare a Final Report
- If confidential status is granted, prepare a confidential version of the Final Report

#### **Products:**

- Final Report

### **Task 1.4 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 Kern COG Project Manager with the first Monthly Report following the kick-off meeting. Match funds in the amount equaling a minimum 25% of the project cost were a part of the proposal that led to the CEC awarding this Agreement. Kern COG and the Recipient agree that the CEC funding award being passed through to the Recipient is \$70,000 and the 31.4% match will be \$32,000 for a total project cost of \$102,000. If the total project cost is lower than \$102,000 the match and CEC funding will be reduced proportionally. The maximum amount provided under this agreement is \$70,000. The Recipient will 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 Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

**Products:**

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

- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

### **Task 1.5 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 with the first monthly report following 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 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.

**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 1.6 Obtain and Execute Subcontracts**

The goal of this task is to ensure quality products and to procure subcontractors required to conduct the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. The PM will share the documents with the CEC. The CEC will have an opportunity to review the subcontracts to ensure that the tasks are consistent with the PRIME Agreement, the CEC Terms and Conditions, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

**The Recipient shall:**

- Manage and coordinate subcontractor activities.
- Provide documentation of EVITP certification held by the subcontractor.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the PM.

**Products:**

- Final subcontracts

**TECHNICAL TASKS**

**TASK 2 Electric Vehicle Charging Station Installation**

The goal of this task is to install two 11kWh Level 2 and one 60KW Direct Current Fast Charging EV chargers at one site, with stations operational no later than August 25, 2023. CCT will also provide operations, software, and maintenance for three years to August 31, 2026.

**The Recipient shall:**

- Procure, install, and operate two Level 2 and one Direct Current fast charging electric vehicle chargers at one site.
- Coordinate with the Project Manager throughout the process from design through launch.



- Deliver site maps and design project details, including complete schematics on the EV charging station site 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 Exhibit C: CEC Terms and Conditions 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 remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers if stations are open to the public. If the stations are for private use only, the site host may use alternative data collection devices sufficient to provide the required usage report information.
- Coordinate the placement of directional and/or on-site signage to the stations.
- If charging stations will be available to the public, 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 at least two internal communications activities, which may include announcements to employees, company newsletters, training sessions.
  - Provide outreach information in Spanish and English, when appropriate.
- 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, following the provided template.

**Products:**

- Site maps and design information for charging stations
- 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

### **TASK 3 Outreach**

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

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

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

#### **Products:**

- Quick reference guide or Best Practice document
- 2024 Kern County EV Charging Station Blueprint participation documented in the

## Monthly Reports

### **TASK 4 Data Collection and Analysis**

The goal of this task is for Kern COG 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 and report it on the Kern COG Usage and Operations Report template:
  - Number, type, date, and location of chargers installed.
  - Nameplate capacity of the installed equipment, in kW.
  - Number and type of outlets per charger.
  - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
  - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
  - Data on chargers collected each six months, from the date the stations are operational (no later than August 25, 2023) through September 30, 2024, including:
    - Number of charging sessions.
    - Average charging session duration.
    - Average kWh.
    - Average charger downtime.

#### **Products**

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

## EXHIBIT B

### Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	CCT or ? to Kern COG Due Date	Kern COG to CEC Due Date
1.1	<b>Attend Kick-off Meeting</b>			
		Updated Schedule of Products	5/10/2023	6/10/2023
		Updated List of Match Funds	5/10/2023	6/10/2023
		Updated List of Permits	5/10/2023	6/10/2023
		Kick-Off Meeting Agenda (Kern COG)	5/2/2023	6/10/2023
1.2	<b>Monthly Progress Reports</b>			
		Monthly Progress Reports	The 8th calendar day of each month during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.3	<b>Final Report</b>			
		Final Report	With Final Invoice No later than October 30, 2024	12/20/2024
1.4	<b>Identify and Obtain Match Funds</b>			
		A letter regarding match funds or stating that no match funds are provided	6/08/2023 with Monthly Report	6/10/2023
		Copy(ies) of each match fund commitment letter(s) (if applicable)	Within 10 days of receipt from funding agency	7/29/2023
		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
1.5	<b>Identify and Obtain Required Permits</b>			
		Letter documenting the permits or stating that no permits are required	When RFP is release. If no RFP, send prior to start of work. If project already awarded, send with executed Agreement. All letters received by 6/08/2023.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2023
		A copy of each approved permit (if applicable)	Within 5 days of receiving each permit or letter from the Division of the State Architect, if required.	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 the 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
1.6	<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	10/19/2023
		Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2	<b>Electric Vehicle Charging Station Installation</b>			
		Site maps and design information for charging stations	7/29/2023	10/29/2023

	Proof of operational charging equipment and installed signage; proof of AFDC Station Locator listing-website screenshot, link or receipt (can be listed as private)	8/25/2023	9/1/2023
	AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023
	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the evnet or outreach effort.	Ongoing to 9/30/2024
	Semi-annual EVSE usage reports	First report by 3/01/2024 then every six months until grant completion date.	First report by 6/1/2022 then every six months until grant completion date (for all stations under subagreement, starting 4/15/2021)
3	Outreach		
	Quick Reference Guide OR Best Practice fliers d	2/15/2024	5/15/2024
	Copies of agendas, registrations, and photos	As the events occur, include in monthly report.	As the events occur and are scheduled
	Event report for one site-based employee training or information meeting, or ribbon cutting, or other outreach regarding the new charging stations.	2/15/2024	Within 45 days of the event
	2024 Kern County EV Charging Station Blueprint	As appropriate in the montly report following the participation.	11/25/2024
4	Data Collection and Analysis		
	Confidentiality Request Letter Submitted to Kern COG and the California Energy Commission, if needed	6/8/2023	7/10/2023
	Usage (Task 2) and Operations/Maintenance Report	Report submitted each 6 months following the station opening through October 2024.	12/20/2024

**1. EXHIBIT C**

**ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY  
PROGRAM (ARFVTP) TERMS AND CONDITIONS**

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## TERMS AND CONDITIONS

### 2. ***Grant Agreement***

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

### 3. ***Documents Incorporated by Reference***

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

#### **Solicitation Documents** (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

#### **Federal Cost Principles** (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

**Federal Acquisition Regulations** (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

**Nondiscrimination**

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

**General Laws**

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

**4. *Funding Limitations***

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

**5. *Due Diligence***

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

**6. *Products***

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

**7. *Reports***

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

**Work Statement:** This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

**Financial Status:** This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

**Additional Information:** Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

c. Rights in Reports



The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. **Failure to Comply with Reporting Requirements**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

**8. Publications - Legal Statement on Reports and Products**

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

**LEGAL NOTICE**

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

**9. Changes to the Agreement**

a. **Procedure for Requesting Changes**

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

## **10. Contracting and Procurement Procedures**

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement.
- Assembly Bill 841 (2020) provision specified in this Agreement.

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

#### **11. *Bonding and Insurance***

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

#### **12. *Permits and Clearances***

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

#### **13. *Equipment***

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

#### **14. *Termination***

This project may be terminated for any reason set forth below.

##### **a. With Cause**

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
  - Reorganization to a business entity unsatisfactory to the Energy Commission;
  - Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
  - The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
  - Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.
- b. Without Cause

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

## **15. Stop Work**

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. Compliance. Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. Canceling a Stop Work Order. Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

## **16. Travel and Per Diem**

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: [http://www.energy.ca.gov/contracts/TRAVEL\\_PER\\_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

## **17. Standard of Performance**

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

## **18. Payment of Funds**

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

### **a. Payment Requests**

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

### **b. Documentation**

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

*I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.*

*Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.*

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A),

Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:



- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller's Office

Payments are made by the State Controller's Office.

## **19. Fiscal Accounting Requirements**

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Match Share Requirements

Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or third parties that will be used in performance of this Agreement.

The Recipient agrees to provide the Minimum Match Share Percentage of Total Allowable Project Costs, even if the Agreement is terminated early or otherwise ends before project completion. The Minimum Match Share Percentage is the Minimum Match Share Required (as specified on the CEC-146) divided by the Total of Reimbursable Amount and Minimum Match Share Required (as specified on the CEC-146). Total Allowable Project Costs is the sum of all actual, allowable costs incurred in performance of the Agreement and approved by the Energy Commission.

For example, if the CEC-146 specifies the following,

Reimbursable Amount \$200,000
Minimum Match Share Required \$50,000
Total of Reimbursable Amount and Minimum Match Share Required \$250,000
Minimum Match Share Percentage of Total Allowable Project Costs 20%

the Recipient agrees to be liable for a minimum of 20% (\$50,000 divided by \$250,000) of Total Allowable Project Costs. In this example and at the end of the agreement, if Total Allowable Project Costs is \$125,000, the Recipient shall have provided a minimum of \$25,000 (\$125,000 times 20%) as match share.

Without limiting any of the Energy Commission's other rights or remedies, the Recipient agrees that if it fails to provide the Minimum Match Share Percentage of Total Allowable Project Costs, and if requested by the Energy Commission, the Recipient shall repay an amount to ensure the Recipient provides, at a minimum, the Minimum Match Share Percentage of Total Allowable Project Costs.

For example, and building upon the previous example, if:

- A. Energy Commission funds disbursed = \$110,000
- B. Match Share Documented and Approved = \$15,000
- C. Total Allowable Project Costs = \$125,000 (Line A plus Line B)
- D. Minimum Match Share Percentage of Total Allowable Project Costs = 20%
- E. Minimum Match Share Amount Required = \$25,000 (Line C multiplied by Line D)

the Energy Commission may request, and the Recipient would be required to repay upon such request, \$10,000 (Line E minus Line B) to the Energy Commission.

The maximum amount to be reimbursed by the Energy Commission under this Agreement is the Reimbursable Amount specified on the CEC-146. The Energy Commission award amount is fixed and will not be augmented. If actual Total Allowable Project Costs exceed estimated Total Allowable Project Costs, the Recipient is responsible for those additional costs.

The Recipient must maintain accounting records detailing the expenditure of the Match Share and provide documentation of expenditures as described in this Agreement (e.g., under this Exhibit C "Payment of Funds" and "Fiscal Accounting Requirements").

In the event of any conflict or inconsistency between the Minimum Match Share Required specified on the CEC-146 and the Match Share specified on other Exhibits to this Agreement, the Minimum Match Share Required specified on the CEC-146 shall control.

## **20. Indemnification**

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

## **21. Workers' Compensation Insurance**

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

## **22. General Provisions**

- a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

- b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

- c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

## **23. *Certifications and Compliance***

### **a. Federal, State and Municipal Requirements**

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

### **b. Nondiscrimination Statement of Compliance**

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement;
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

## **24. Site Visits**

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

## **25. Confidentiality**

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.



c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

**26. Budget Contingency Clause**

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

**27. Public Works -- Payment of Prevailing Wages**

**Generally Required by Law**

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

**NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.**

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

**NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.**

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.**

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

**NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.**

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

**NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.**

**Subcontractors and Flow-down Requirements.** Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

**Indemnification and Breach.** Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

**Budget.** Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

**Covered Trades.** For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

**Questions.** If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

**Certification.** Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

**28. *Intellectual Property***

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

**29. *Commission Remedies for Recipient's Non-Compliance***

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

**30. *Assembly Bill 841 (2020)***

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

This Agreement ("Agreement"), effective as of this 20th day of March, 2023 (the "Effective Date"), is entered into by and between "California Clean Transportation", ("Site Owner") a California Limited Liability Company, having an office and place of business at 1527 19th St. UNIT 410, Bakersfield, CA 93301 & \_\_\_\_\_ ("Site Host"), owning the property at \_\_\_\_\_ ("Host Site"). Collectively, California Clean Transportation and 5016 Cal Partners. are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, the Site Host desires to have electric vehicle charging stations installed at the Host Site using funds granted to California Clean Transportation (CCT) for the purchase, design, installation and maintenance of electric vehicle charging stations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date of this signed agreement and ends three years from the first day of operation of the electric vehicle charging infrastructure.
2. **Buyout.** Upon the completion of the 3 year term indicated above in #1, Site Host will have the option to buyout all EV charging equipment from the Site Owner for fair market value of the charging units.
3. **Management Agreement after Term:** CCT will offer a management agreement to 5016 Cal Partners after the three year term has expired and the buyout is optioned by the Site Host. The management agreement will be outlined in a separate agreement.
4. **Option to Extend, Buyout or Cancel.** Site Host will have the option to extend the agreement for an additional 3 years from the conclusion of the initial term of the agreement, elect to exercise a buyout per #2 or cancel the agreement.
5. **Equipment.** (8) Noodoe 7KW AC7LC Level 2 & (2) Noodoe EV AC11P 11KW Commercial Charging Stations ("Station") will be installed at the Host Site under this Project.
6. **Utility Cost.** Site host will be responsible for paying all utility or power costs associated with the charging stations installed at host site.
7. **Warranty.** Each Station comes with a 2 year Limited Product Warranty on parts only. Site Owner will pay for the repair of the Station for product malfunction that was not caused by neglect on behalf of the Site Host or it's employees or subcontractors.
8. **Installation.** California Clean Transportation will at times subcontract with a licensed ("Installer") to install the electric vehicle charging stations at the Host Site. Final electrical connection of the Station may only be performed by this certified Installer. Other installation work prior to the final electrical connection of the Station to power can be performed by Installer or the Site Owner in collaboration with the Installer. The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, pedestal, tire stop, curb, or an elevated wall-mount) is required and signage is strongly encouraged. Responsibilities and Costs are as stated in Section 20.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

9. **Access to Host Site and Station.** The Site Host shall provide adequate access of the Host Site and Station when needed for maintenance or repair. Such access must be consistent with the purpose of the Project and ongoing maintenance. Site Owner or the Installer will attempt to give the Site host a minimum of 24 hours notice prior to completing any visit to the Host Site; however, factors outside of Site Owner or the Installer's control may not always permit this.
10. **Network Access.** Site Owner will receive, for use with the Station provided by this Project, a Noodoe network subscription that will expire at the conclusion of this Agreement. The Site Owner will be responsible to pay for the station connection to the Noodoe Network at all times that power is available from Utility company.
11. **Access to Information.** Site Host acknowledges that the site owner will be collecting Station usage data, including charge event information ("Data"), such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period. All information will be reported to the agencies who granted funds for the charging infrastructure. No customer information will be made public or sold to a third party for marketing purposes by the site owner.
12. **Operation and Maintenance.** Site Owner shall take reasonable measures to ensure the Station, and the facility in which it is located, shall be kept operational, well lit, clean and in good repair. Site Host shall promptly call California Clean Transportation customer service to arrange for the repair of any non-functioning charging port on the Station.
13. **Publicity.** Site Host shall provide CCT with unlimited rights to take, use and publish photographs of the Stations at the Host Site which may be included on printed materials or posted on the CCT websites.
14. **Ownership.** Title to the EV Charging Station Equipment will remain with the Site Owner for the duration of the term. After the term is concluded, the site host will have the option to purchase all of the charging stations from CCT for fair market value. Fair market value will be established by a mutually agreed upon third party auditor.
15. **Payment Processing:** The terms related to payment processing are outlined in Exhibit B listed at the bottom of this agreement.
16. **No Right to Remove, Move or Sell the Station.** The Station may not be sold, retired, disposed of, removed or moved from its place of installation, prior to the conclusion of this Agreement, without the prior written consent of CCT and the site host.
17. **Failure to Comply with Terms of the Program.** In the event that Site Host fails to comply with any term in this Agreement, California Clean Transportation shall provide a notice requesting that the Site Host address the issue to comply with the Agreement terms. If Site Host is not in compliance with the Agreement terms within thirty (30) calendar days of receiving a notice from California Clean Transportation reserves the right to repossess the Station provided under the Project.
18. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by California Clean Transportation and the Site Host.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

19. **Waiver.** Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of California Clean Transportation and the Site Host. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
20. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, California and federal laws and regulations.
21. **Assignment.** Site Host may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of California Clean Transportation. If the Site host sells the Host Site during the term of this agreement then all agreements between parties will transfer to the new owner of the Host Site
22. **Requirements.** The following requirements are imposed upon the Site Host and Site Owner.
- Site Host and Site Owner must approve the proposed location for the installation of EV charging station infrastructure prior to the installation. (See Exhibit A)
  - As part of the Station installation and provisioning, the site owner must collaborate with the Installer to complete:
    - i. Approval and permit from local agencies and utilities when required of the installation prior to commencement of installation.
    - i. Confirmation by site owner or designee that he/she has been trained in the installation, operation, care and use of the Station by the California Evitp program and Noodoe's charging installation and maintenance training.
    - ii. Adequate security and monitoring measures will be taken by both the site host and site owner. Site host maintain existing CCTV camera systems for the Host Site. Site owner may, at their own expense take enhanced security measure if they deem necessary during the agreement period to further protect the EV charging equipment.
    - iii. Site Owner agrees to assume all responsibility for theft and vandalism to the EV charging infrastructure during the term period.
    - iv. 24 hour access to the charging stations are available to the public to charge their vehicle if the the charging station is in use. All vehicles parked in the lot in EV charging areas and are not charging their Electric vehicles will be subject to being impounded at their own expense.



**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

- Site Owner acknowledges and agrees that Site Host shall have no liability to the Site Owner relating to the installation and maintenance of the charging stations. Site Owner will maintain liability insurance for its employees with a minimum of \$1,000,000 per occurrence and will assure that all subcontractors, installers or maintenance contractors maintain their own liability insurance at all times during the installation and maintenance period.
- Site Host and Site Owner shall, at its sole cost and expense, throughout the term of the Agreement maintain insurance in the following types: general liability insurance for bodily injury liability, including death incurred in connection with the performance of the Agreement, with minimum limits of, \$1,000,000 in respect of
- claims arising out of personal injury, sickness or death in any one accident or disaster.
- Site Host shall permit California Clean Transportation and Noodoe signage at mutual agreed upon area within 10 feet of the Charging Infrastructure.

**21. Indemnification.** Site Host and California Clean Transportation agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of either party's negligent or intentional acts which result in damage to property or injury to person.

**22. Responsibilities and Costs for Site Owner.** The EV charging infrastructure being installed at Host site will be subsidized using state and local grants. Site Owner agrees to pay for all the EV charging infrastructure listed below during the period of the agreement. The following costs will be incurred exclusively by the Site Owner.

- (8) Noodoe 7KW Model number AC7LC Level 2 Charging Stations
- (2) Noodoe 11 KW Model number EV AC11P Level 2 Charging Stations
- (6) Commercial Pedestals and cable management system for holding the charging stations in place including shipping.
- Noodoe network subscription from installation date to the end of this Agreement (3 year term).
- Site validation and station activation (Noodoe Requirements)
- All Permitting, design and installation costs.

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

**22. Responsibilities and Costs for the Site Host:**

- Site Host must provide: Proof of Ownership of the Building and or Parking Lots where the charging infrastructure is located.
- Proof of an existing security system.
- Proof of payment with the Utilities for the Electricity needed to operate the Station.
- Ongoing monthly payment of the Utility bills during the term period of this agreement.

Site Owner: California Clean Transportation

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Site Host:

By: \_\_\_\_\_ (Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

**EXHIBIT A**

**INSERT SITE MAP HERE**

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**

Exhibit D  
California Clean Transportation LLC  
Site Host Agreement and Exhibits

**EXHIBIT B**



**PAYMENT PROCESSING & FEES**

- **Property Owner will set pricing per KWH based on what they want their mark up to be on top of the price of energy from the utility.**
- **CCT & Noodoe will work with Property Owner to program the mark up per KWH for each charging session. This rate will fluctuate depending on the time of day used by the customer.**
- **EV Software/Hardware company Noodoe will receive \$1.00 per session as a software processing fee and providing a 24 customer service line. This \$1.00 per session fee will deducted from the daily revenue and passed on directly to the customer.**
- **CCT will receive \$1.00 per charging session at the onset of charging. This service fee will be a base rate that automatically deducts from every customer session who charges their EV at on a Noodoe port. Site Host will not pay this fee. This fee will be passed on to the customer.**
- **Credit card processing company Stripe charges a 3% processing fee per transaction.**
- **The Stripe transaction charge will not be deducted from owner or site hosts share of revenue. This fee is passed on to the consumer.**
- **All property owners will receive a monthly report for total kwh hours charged statement & profit earned.**
- **Revenue deposits will be made through the credit card processor "Stripe" to a the Site Host linked bank account of the property owner.**
- **Property owner will receive a direct deposit into a linked Stripe accounts weekly.**
- **Property Owner will have the option of electing to use a post billing option which will avoid the 3% Stripe payment processing fees. This will require tenants to pay monthly to renew their key cards or access codes.**
- **If Property Owner chooses a post billing method, CCT & Noodoe will provide Key cards for customers or a direct payment method via the web.**

**Exhibit D**  
**California Clean Transportation LLC**  
**Site Host Agreement and Exhibits**



## IV. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

By: Fasika Montalvo  
Administrative Assistant

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.  
FY 2023-2024 FINAL OVERALL WORK PROGRAM

**DESCRIPTION:** The Overall Work Program (OWP) is an annual administrative procedure, undertaken to meet state and federal guidelines. Projects requested by local, state, and federal agencies that address regional issues and concerns are included in order to provide a comprehensive overview of the annual Kern COG program.

**DISCUSSION:** The 2023-2024 OWP addresses issues and concerns identified by state and federal agencies which provide resources to Kern COG. Also, the OWP addresses concerns identified by member agencies during the development of the program.

The Kern COG transportation planning process focuses on a coordinated, comprehensive, and cooperative process. The Regional Transportation Plan (RTP), which addresses congestion management and the intermodal connection of transportation facilities, is coordinated with the eleven incorporated cities, Kern County and the eight surrounding regional transportation planning agencies, the San Joaquin Valley Transportation Planning Agencies, the San Joaquin Valley Air Pollution Control District, and Caltrans Districts 6 & 9.

Kern COG staff met with Federal and State funding agencies for its Annual Meeting on December 13, 2022 to discuss the FY 2023-24 OWP. All comments received have been incorporated in the document.

**ACTION:** Adopt Kern COG's FINAL 2023-2024 Overall Work Program and authorize Chair to sign Resolution No. 23-01. ROLL CALL VOTE

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

RESOLUTION 23-01

In the matter of:

ADOPTION OF THE FINAL OVERALL WORK PROGRAM FOR FISCAL YEAR 2022-2023.

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

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

WHEREAS, the documents developed through this planning process have been found to conform to the requirements of the Clean Air Act, as amended in November 1991; and

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

WHEREAS, the IPG, the California State Department of Transportation (Caltrans) and local agency comments, views and recommendations have been accommodated and incorporated into the Final OWP to the maximum extent possible; and

WHEREAS, 23 CFR 450.334 requires that the Kern Council of Governments, the designated MPO for the Kern region, certify each year that the planning process is being conducted in conformance with the applicable requirements.

NOW, THEREFORE, BE IT RESOLVED THAT the FY 2023-2024 OWP is adopted and the Executive Director is authorized to submit the final document to the Intermodal Planning Group.

BE IT FURTHER RESOLVED THAT the MPO does hereby approve the Fiscal Year 2022-2023 Overall Work Program and certifies that its planning process will be implemented throughout this document in accordance with:

1. Section 134 of Title 23, U.S.C.; FTA 49 U.S.C., Chapter 53, Section 5303; and Title 23, CFR 450, Subpart C;
2. Sections 174 and 176 (c) and (d) of the Clean Air Act (42 U.S.C. 7504, 7506 (c) and (d));
3. Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each state under 23 U.S.C. 324 and 29 U.S.C. 794;
4. Section 1003(b) of the Transportation Equity Act for the 21st Century regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded planning projects (Pub.L. 97242, section 105(f), 96 Stat. 2100;49 CFR Part 23); and



5. The provisions of the Americans with Disabilities Act of 1990 (Pub.L. 101-336, 104 Stat. 327, as amended) and USDOT regulations "Transportation for Individuals with Disabilities" (49 CFR Parts 27, 37 and 38).

AUTHORIZED AND SIGNED THIS 20th DAY OF APRIL 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Bob Smith, Chairman  
Kern Council of Governments

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 20th day of April 2023.

---

Ahron Hakimi, Executive Director  
Kern Council of Governments



# **2023-2024 OVERALL WORK PROGRAM**



**Kern Council  
of Governments**

Kern Council of Governments  
1401 19th Street, Suite 300  
Bakersfield, California 93301  
[www.kerncog.org](http://www.kerncog.org)  
661-635-2900  
Facsimile 661-324-8215  
TTY 661-832-7433

# **Kern Council of Governments Board of Directors**

The Kern Council of Governments is the regional planning agency as well as the technical and informational resource, and rideshare administrator for the area's 11 incorporated cities and the County of Kern. Following Board direction, staff coordinates between local, state, and federal agencies to avoid overlap or duplication of programs. This intergovernmental coordination enables staff to work with many public agencies to ensure that planning and implementation of programs proceed in a coordinated manner.

**Chairman:** Bob Smith  
**Vice Chairman:** Zack Scrivner  
**Executive Director:** Ahron Hakimi

**City of Arvin**

Olivia Trujillo

**City of California City**

Jim Creighton

**City of Maricopa**

John Crump

**City of Ridgecrest**

Kyle Blades

**City of Taft**

Orchel Krier

**City of Wasco**

Gilberto Reyna

**County of Kern**

David Couch

**City of Bakersfield**

Bob Smith

**City of Delano**

Veronica Vazquez

**City of McFarland**

Saul Ayon

**City of Shafter**

Cathy Prout

**City of Tehachapi**

Philip A. Smith

**County of Kern**

Zack Scrivner

**Military Joint Planning Policy Board**

Malcolm Warney

**Golden Empire Transit**

Cindy Parra

**Caltrans District 6**

Michael Navarro

**Caltrans District 9**

Kirsten Helton

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## **I. INTRODUCTION**

### **General**

Kern County covers 8,161 square miles at the southern end of California's San Joaquin Valley, ranging west to the southern slope of the Coast Ranges and east beyond the southern slope of the eastern Sierra Nevada into the Mojave Desert. The population was 909,235 in 2020, making it the 11<sup>th</sup> most populous county in the state. The county's economy is heavily linked to agriculture and to petroleum extraction along with a strong aviation, space and military presence, such as Edwards Air Force Base and China Lake Naval Air Weapons Station.

Kern Council of Governments' (Kern COG's) areawide planning program is a continuous, comprehensive and coordinated process involving Kern COG member agencies as well as tribal governments and various state and federal agencies. The program is designed to address regional planning concerns, state and federal funding priorities and state and local comprehensive planning requirements.

Kern COG's Joint Powers Agreement states that Kern COG was established to:

- Provide a forum to discuss and study regional problems of mutual concern to governmental agencies in Kern County;
- Provide for efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources;
- Establish an agency responsible for identifying, clarifying and planning for solutions to regional problems;
- Establish an agency capable of developing regional plans and policies and performing area wide planning duties; and
- Facilitate cooperation and agreement among local government bodies for specific projects, interrelated developmental action and the adoption of common policies with respect to issues and problems that are shared by its members.

### **Transportation Planning Approach**

Transportation planning within the Kern region is a continuous, comprehensive and cooperative process designed to meet state and federal planning guidelines. Kern COG has been involved in transportation planning since its inception in 1970.

The Fixing America's Surface Transportation (FAST) Act:

Encourages and promotes the safe and efficient management, operation, and development of surface transportation systems that will serve the



mobility needs of people and freight and foster economic growth and development within and between States and urbanized areas, while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes.

Environmental Justice, addressed in Title VI of the 1964 Civil Rights Act, and later reinforced by Executive Order 12898 in 1994, helps to ensure nondiscrimination in federally funded activities.

Also Executive Order 13175--Consultation and Coordination with Indian Tribal Governments helps "to establish regular and meaningful consultation and collaboration with tribal officials."

SB 45 requires that the California Department of Transportation prepare a State Transportation Improvement Program (STIP). State regulations require that the Regional Transportation Plan (RTP) include a transportation system management element that describes how the region intends to guide the movement of goods and people by improving the operation of the transportation system. Kern COG must prepare and adopt a Regional Transportation Improvement Program (RTIP).

### **Agency Organizational Structure and Interagency Arrangements**

Kern COG was created in response to the need for a coordinated approach to addressing multi-jurisdictional issues, such as land use, housing, energy, air quality, water quality, transportation, as well as community and economic development. These issues cross jurisdictional boundaries. The regional approach offered by Kern COG provides the comprehensive planning and intergovernmental coordination necessary to address such complex issues.

An important element of the transportation planning process is the development of transportation policy. Transportation policy is set by the COG Board and is based on technical and policy advice from the following committees:

Transportation Planning Policy Committee (TPPC)

Transportation Technical Advisory Committee (TTAC)

Social Service Transportation Advisory Committee (SSTAC)

Transit Operators Committee (TOC)

Regional Planning Advisory Committee (RPAC)

Transportation Modeling Committee (TMC)

A discussion of each committee may be found at [www.kerncog.org](http://www.kerncog.org).

The 11 incorporated cities and the County of Kern coordinate and cooperate among each other, as well as with other local special district agencies, Kern COG and affected agencies of the state and federal governments. Cooperation in developing general and specific plans is ensured by the joint powers agreement establishing Kern COG. Kern COG members from each jurisdiction are a link between Kern COG staff and the chief

administrative officer of each jurisdiction. City and county staff participate fully in functional planning that affects their jurisdiction. Involvement of local staffs in planning projects helps ensure an orderly transition from plan to implementation.

To improve intergovernmental coordination, Kern COG has entered into myriad of memorandums of understanding and other cooperative agreements that specify responsibilities of each party, including: the other seven San Joaquin Valley metropolitan planning organizations; San Luis Obispo Council of Governments; Inyo County Local Transportation Commission; Mono County Local Transportation Commission; Southern California Association of Governments and San Bernardino Associated Governments.

### **Native American Tribal Governments**

Kern COG staff has reached out to the Tejon Tribe verbally and in writing requesting a government-to-government meeting at the Tribes convenience. In addition, Kern COG provided a draft government-to-government agreement to better facilitate the interaction between the two government organizations.

In an attempt to expedite the process, Kern COG staff attended the monthly meeting of the Greater Lamont Chamber of Commerce in November 2017, when the Tejon Indian Tribe made a presentation about the history of the Tribe including the current goals. Healthcare, education, and housing are top priorities for the leadership of the Tejon Tribe. Their goal is to be entirely self-reliant as a community. They do not want to depend on the state or county to provide a service that they as a Tribe now have the opportunity to create, maintain and sustain.

### **Public Participation**

Kern COG's public participation process is designed to encourage both individual and organizational participation in the comprehensive planning process. Early consultation during the planning process is a key element in the development and implementation of an effective regional plan.

Kern COG has agreements with several community-based organizations to encourage participation in the planning process. The Golden Empire Transit District, Consolidated Transportation Service Agency, Social Services Technical Advisory Committee and the Kern Transportation Foundation, for example, were created to address transportation issues and funding options and to educate the community. Kern COG staff serves on these committees.

Consultation in Kern COG's plan development process requires continual communication with Disadvantaged, Environmental Justice and Title VI communities. The multi-district county and geographic separation of communities creates difficulty in fostering public participation. Despite the hurdles, staff is dedicated to encouraging public participation at every level of project development.

Expanded outreach to nontraditional groups, such as minority and low-income populations (i.e. African-American, Latino, Asian-American, American Indian/Alaskan Native, and Pacific Islander), is a cornerstone of Kern COG's mission. This expanded effort includes many advertising efforts, including newspaper display ads; direct mailings and phone and electronic correspondence.

Faced with geographical and district boundary hurdles, a dual level public participation program has been developed. The communication needs of special interest groups, media, communities, department of transportation districts and air districts are tailored for each geographic area of the region. Kern COG encourages participation from all interested parties, seeks participation from underserved communities and furnishes appropriate auxiliary aids and services when necessary to afford individuals with special needs an equal opportunity for participation.

Kern COG's public participation program, documented in a Council adopted policy statement, is periodically reviewed and updated and may be found at <http://www.kerncog.org/publications/policies-and-procedures>

To get involved in the public participation process, contact Kern COG at 1401 19<sup>th</sup> Street, Suite 300; Bakersfield, CA 93301. Phone: (661) 635-2900 Fax: (661) 324-8215 E-mail: [ahakimi@kerncog.org](mailto:ahakimi@kerncog.org): Home Page: kerncog.org.

### **Progress Made Toward Implementing the RTP and TIP**

The core of this OWP effort is the development of the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP). This OWP governs a comprehensive, cooperative, and continuing process as required for initiatives to be eligible for federal transportation funding. This year is the first year of the continuing process for the 4 year RTP cycle and the 2 year TIP. Both processes allow for periodic amendments as needed. The cooperative nature of these documents include an on-going and continuing public outreach process that begins shortly after adoption of the previous RTP and TIP. In addition, the process includes a comprehensive approach that includes an increasingly more sophisticated and integrated performance monitoring process.

## **II. LOCAL, STATE AND FEDERAL DESIGNATIONS**

### **Regional Transportation Planning Agency**

Pursuant to state law, Kern COG is the designated Regional Transportation Planning Agency (RTPA) for the Kern region. Acting in this capacity, Kern COG is responsible for adopting a regional transportation plan and a regional transportation improvement program.

### **Metropolitan Planning Organization**

As the federally designated Metropolitan Planning Organization (MPO), Kern COG is a forum for cooperative transportation decision-making. Kern COG receives state and federal transportation funds to accomplish regional transportation planning objectives through the activities detailed in the Overall Work Program (OWP).

### **Transportation Management Area**

The Fixing America's Surface Transportation (FAST) Act designates urbanized areas (as defined by the Bureau of the Census) with populations of over 200,000 as Transportation Management Areas (TMAs). Kern COG is the TMA responsible for designing a congestion management system that provides for effective management and operation of new and existing transportation facilities through the use of travel demand reduction and operational management strategies.

### **Area-wide Planning Organization**

In accordance with federal law, Kern COG is designated the Areawide Planning Organization (APO) for the Kern region. The Department of Housing and Urban Development (HUD) requires that an APO develop and maintain areawide land use, housing and open space plans.

### **Local Clearinghouse**

In accordance with Executive Order 12372, Kern COG is designated the Local Clearinghouse for the Kern region. Kern COG's primary responsibility is to review and comment on local applications for state and federal funding assistance.

### **Affiliate Data Center**

The California Department of Finance has designated Kern COG as the Affiliate State Census Data Center for the Kern region. Kern COG provides assistance to census data users, maintains a publicly accessible collection of Census Bureau reference and determines the need for census workshops within Kern region.

### **Home Mortgage Disclosure Depository**

The Federal Reserve Board has designated Kern COG as the central depository for bank mortgage residential loan reports. Kern COG is required to provide public access to the Home Mortgage Disclosure Act information.

### **Kern County Transportation Authority**

On May 31, 1988, the Kern County Board of Supervisors by Resolution No. 88-466 appointed Kern COG as the Local Transportation Authority, in accordance with Division 19 of the Public Utilities Code (Section 180000 et seq.). Prior to a sales tax initiative for transportation projects being placed on a ballot, Kern COG is to adopt an ordinance that outlines an expenditure plan of transportation projects and a proposed increase in transactions and use taxes.

### **Kern Motorist Aid Authority**

In accordance with Sections 2550, et seq. of the California Streets and Highways Code, the County of Kern and the incorporated cities, the Kern Motorist Aid Authority (KMAA) was created on May 19, 1988. KMAA is authorized to finance, implement, operate and maintain a motorist aid system and other services in coordination with the California Department of Transportation and the California Highway Patrol.

### **Kern Congestion Management Agency**

Pursuant to California Government Code Section 65089(a), Kern COG is the designated the Congestion Management Agency (CMA).

### **III. PROGRAMS, PROCESSES AND PLANS**

#### **Disadvantaged Business Enterprises**

The FAST Act maintains the Disadvantaged Business Enterprises (DBE) program, designed to ensure equal opportunity in transportation contracting markets and to address the effects of discrimination in transportation contracting. The program establishes a flexible goal for the participation of disadvantaged business enterprises, including small firms owned and controlled by women and minorities.

#### **Regional Plans**

A list of and web link for the major transportation documents that are developed and adopted by Kern COG follows:

Regional Transportation Plan (RTP)

<http://www.kerncog.org/regional-transportation-plan>

Regional Transportation Improvement Plan (RTIP)

<http://www.kerncog.org/regional-transportation-improvement-program>

Federal Transportation Improvement Program (FTIP)

<http://www.kerncog.org/federal-transportation-improvement-program>

Congestion Management Program (CMP)

Part of RTP

Regional Housing Allocation Plan

<http://www.kerncog.org/regional-housing>

Other Transportation-Related Planning Reports and Documents

<http://www.kerncog.org/publications>

#### **Certification Process and Criteria**

Pursuant to joint urban transportation planning regulations published in the United States **Federal Register** on October 28, 1993, Kern COG is required to certify that its planning process is executed in conformance with all applicable federal requirements. Based on the certification review conducted by FHWA and FTA in June 2019, the Kern COG transportation planning process is certified as meeting transportation planning requirements.

#### **IV. FEDERAL PLANNING FACTORS, CALIFORNIA EMPHASIS AREAS AND REGIONAL PLANNING PRIORITIES**

With the renewed focus on transportation planning brought about by the FAST Act, Federal Highway Administration (FHWA) and Federal Transit Administration's (FTA) Offices of Planning are jointly issuing Planning Factors.

##### **Core Planning Functions**

MPOs are reminded that their Overall Work Programs (OWP) must identify the Core Planning Functions and what work will be done during the program year to advance those functions. The Core Functions typically include:

- Overall Work Program
- Public Participation and Education
- Regional Transportation Plan
- Federal Transportation Improvement Program
- Congestion Management Process (required for TMAs)
- Annual Listing of Projects

The Fixing America's Surface Transportation (FAST) Act legislation provided metropolitan transportation planning program funding for the integration of transportation planning processes in the MPA (i.e. rail, airports, seaports, intermodal facilities, public highways and transit, bicycle and pedestrian, etc.) into a unified metropolitan transportation planning process, culminating in the preparation of a multimodal transportation plan for the MPA. FHWA and FTA request that all Metropolitan Planning Organizations (MPOs) review the Overall Work Plan (OWP) development process to ensure all activities and products mandated by the metropolitan transportation planning regulations in 23 CFR 450 are a priority for FHWA and FTA combined planning grant funding available to the region. The MPO OWP work elements and subsequent work tasks must be developed in sufficient detail (i.e. activity description, products, schedule, cost, etc.) to clearly explain the purpose and results of the work to be accomplished, including how they support the Federal transportation planning process (see 23 CFR 420.111 for documentation requirements for FHWA Planning funds).

##### **2021 Planning Emphasis Areas**

Federal Planning Emphasis Areas (PEAs) were released in December 2021 and include the following:

- Tackling the Climate Crisis – Transition to a Clean Resilient Future; WE 203.3A, 603.3, 603.4
- Equity and Justice<sup>40</sup> in Transportation Planning; WE 203.1A, 601.3, 601.4, 603.4, 604.3, 606.1, 608.2
- Complete Streets; WE 608.1
- Public Involvement; WE 203.1A, 601.3, 603.4

- Strategic Highway Network (STRAHNET)/U.S. Department of Defense Coordination; WE 601.1, 602.1, 605.1
- Federal Land Management Agency Coordination; WE 601.1, 602.1, 605.1
- Planning and Environmental Linkages; WE 604.1
- Data in Transportation Planning; WE 203.6, 601.4, 603.2, 604.1, 604.2, 903.1

## **Performance Management**

Since FAST Act was passed in 2015, Caltrans and most of California's MPOs have developed performance measures that inform their Regional Transportation Plans (RTPs) and Federal Transportation Improvement Programs (FTIPs). The objective of the performance- and outcome-based program is for states and MPOs to invest resources in projects that collectively will make progress toward the achievement of the national goals. The FAST Act requires the DOT, in consultation with states, metropolitan planning organizations (MPOs), and other stakeholders, to establish performance measures in the areas listed below:

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- **Infrastructure condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion reduction** - To achieve a significant reduction in congestion on the National Highway System
- **System reliability** - To improve the efficiency of the surface transportation system
- **Freight movement and economic vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets and support regional economic development.
- **Environmental sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- **Reduced project delivery delays** - To reduce project costs, promote jobs and the economy and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.
- **Transit Safety** - Each transit ride must be carefully executed to ensure the safety, security, and timeliness of service.

Although the final rulemaking is not yet completed, the FHWA and FTA want each MPO to explicitly identify their process for determining performance targets and measures within their Overall Work Programs.

## **State of Good Repair**



MPOs are required to evaluate their transportation system to assess the capital investment needed to maintain a state of good repair for the region's transportation facilities and equipment. MPOs shall coordinate with the transit providers in their region to incorporate the Transit Asset Management Plans (TAMs) prepared by the transit providers the Transportation Improvement Program (TIP) and into the Region Transportation Plan (RTP). Analysis of State of Good Repair needs and investments shall be part of any RTP update, and must be included in the Overall Work Program task for developing the Regional Transportation Plan. MPOs are expected to regularly coordinate with transit operators to evaluate current information on the state of transit assets; to understand the transit operators transit asset management plans; and to ensure that the transit operators are continually providing transit asset information to support the MPO planning process.

### **FAST Act Planning Factors**

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase accessibility and mobility of people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

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MAP 21/FAST ACT PLANNING FACTORS													
	WE 101.1	WE 102.1	WE 201.1	WE 203.1B & 601.3	WE 203.2B & 601.4	WE 203.3B & 603.3	WE 203.4B	WE 601.1	WE 601.2 & 602.1	WE 603.1 & 603.2	WE 604.1 & 604.2	WE 606.1, 608.1 & 609.1	WE 610.1 & 610.2
Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.						*				*			
Increase the safety of the transportation system for motorized and non-motorized users.				*	*		*	*	*	*	*		
Increase the security of the transportation system for motorized and non-motorized users.				*	*		*	*	*	*	*		
Increase accessibility and ability of people and freight.				*	*		*	*	*		*		*
Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements.	*	*		*	*	*	*	*	*	*	*	*	
Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.				*	*	*	*	*	*		*	*	*
Promote efficient system management and operation.			*			*		*	*	*	*	*	*
Emphasize the preservation of the existing transportation system.				*	*		*	*		*	*	*	
Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation and mitigate storm water impacts of surface transportation.		*		*	*		*						
Enhance travel and tourism.				*	*	*	*	*					

## **V. WORK ELEMENT**

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Recognition of the vital relationship between the environment and all living things has triggered planning and environmental concerns. A special emphasis has been placed on air quality and the problems of pollution control. Air and water quality must be protected. Land uses are related to every human activity and are intricately interwoven with environmental issues. Identifying and analyzing problems, which adversely affect the environment, and developing solutions to mitigate causes, is a part of the comprehensive planning process.

Conservation of natural resources is as important to the Kern region as it is to the rest of the world. This issue is recognized as a critical element in the planning process.

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 101.1 – AIR QUALITY MODELING/TRANSPORTATION**  
**MANAGEMENT**

**Purpose & Goal\***

Maintain an active planning program to reduce transportation emissions and improve regional air quality through transportation system management.

\*Meets Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, air quality conformity, and Performance Management.

**Previous Work**

1. Conformity analyses for Regional Transportation Plan and Federal Transportation Improvement Program since 1990: 2023 FTIP;
2. Transportation/air quality consultation procedures updates;
3. Use of EMFAC emissions modeling for 2023 FTIP;
4. Development of latest planning assumptions for conformity 2022 RTP;
5. Identification and tracking of transportation system management strategies;
6. Performing PM2.5 and PM10 hot-spot assessment for member agencies: Hot-Spot Assessments for The Signalization Project at McKee Road and Ashe Road Intersection; Hot Spot Assessment for Traffic Signal at McKee Road and Wible Road; Hot-Spot Assessments for The Kern County Signalization Projects: Flower and Virginia Streets, Manor Street and Day Avenue, Elizabeth Norris Road and Lake Isabella Blvd, Cummings Valley Road and Bear Valley Road (KER180507).

**Study Design (Tasks and Responsible Agencies)**

Task #	Task	Completion Date	% of Effort
1	Administer Air Quality Modeling/Transportation Management Program 2022 RTP. (Responsible Agency: Kern COG).	June 30	20%
2	Coordinate activities and provide staff support for transportation air quality, as required for the Air Quality Attainment Plans in Kern County. (Responsible Agency: Kern COG).	June 30	20%
3	Participate with SJVAPCD/Kern APCD in preparing transportation components of the State Implementation Plan (SIP). (Responsible Agency: Kern COG).	June 30	10%
4	Maintain a conformity program for transportation plans, programs, and projects with the State Implementation Plan (SIP) as required by the federal Clean Air Act Amendments of 1990. (Responsible Agency: Kern COG).	June 30	10%
5	Monitor and implement federal air quality regulations. (Responsible Agency: Kern COG).	June 30	8%
6	Monitor transportation/air quality programs to determine needs for transportation and air quality modeling. (Responsible Agency: Kern COG).	June 30	8%

7	Review plans and programs for conformity with state and federal Clean Air Acts, conduct necessary modeling, and maintain data and documentation. (Responsible Agency: Kern COG).	June 30	8%
8	Assist air districts in developing mobile source emission inventories. (Responsible Agency: Kern COG).	June 30	5%
9	Attend interregional model coordinating meetings and statewide air quality meetings. (Responsible Agency: Kern COG).	June 30	5%
10	Participate in air quality working groups as required. (Responsible Agency: Kern COG).	June 30	2%
11	Provide modeling of transportation programs, plans and projects. (Responsible Agency: Kern COG).	June 30	2%
12	Meet and consult with various agencies during updates of EMFAC, CUBE, and other modeling software. (Responsible Agency: Kern COG).	June 30	2%

### End Products (Schedule)

1. Air Quality Conformity Analysis for plans, programs and amendments 2022 RTP. (quarterly).
2. RTP/FTIP, document updates and associated conformity analyses and determinations. 2022 RTP (quarterly, even-numbered years).
3. Conformity SIP program. (quarterly as required by Air District schedules).
4. Air Quality Modeling Output Using EMFAC2014 for 2022 RTP. (quarterly).

### Revenue Budget

AGENCY		FHWA		FTA						TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$31,593				\$31,592					\$63,185	\$3,624	\$0	\$3,624	\$0
Consultant										\$0				
Total	\$31,593	\$0	\$0	\$0	\$31,592	\$0	\$0	\$0	\$0	\$63,185	\$3,624	\$0	\$3,624	\$0

### Funding by Task

SOURCE	TASKS												TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	
FHWA PL	\$ 6,319	\$ 6,319	\$ 3,159	\$ 3,159	\$ 2,527	\$ 2,527	\$ 2,527	\$ 1,580	\$ 1,580	\$ 632	\$ 632	\$ 632	\$ 31,593
FHWA PL C/O													\$ -
RSTP													\$ -
CMAQ													\$ -
FTA 5303	\$ 6,318	\$ 6,318	\$ 3,159	\$ 3,159	\$ 2,527	\$ 2,527	\$ 2,527	\$ 1,580	\$ 1,580	\$ 632	\$ 632	\$ 632	\$ 31,592
FTA 5303 C/O													\$ -
SB-1 20-21													\$ -
HCD													\$ -
Local													\$ -
TOTAL	\$ 12,637	\$ 12,637	\$ 6,319	\$ 6,319	\$ 5,055	\$ 5,055	\$ 5,055	\$ 3,159	\$ 3,159	\$ 1,264	\$ 1,264	\$ 1,264	\$ 63,185

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element #102.1 – ENVIRONMENTAL REVIEW & MONITORING PROGRAM**

**Purpose & Goal**

Review local government agency environmental documents to convey regional planning impacts pertaining to discretionary development projects requiring general plan amendments and/or zone changes, general plan updates and other master plan updates. Review Local Agency Formation Commission inquiries concerning proposed changes in boundaries of cities, the county and special districts. Monitor ongoing Kern Integrated Regional Water Management Plan (IRWMP) and its relationship with the Regional Transportation Plan/Sustainable Communities Strategy.

**Previous Work**

1. Review and comment on regional projects' environmental documents that impact the Regional Transportation Plan/Sustainable Communities Strategy RTP/SCS;
2. Develop response letter for Local Agency Formation Commission inquiries;
3. Develop response letter for regional projects' environmental documents;
4. Integrated Regional Water Management Plans;
5. Water quality monitoring integration in the 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategy; and
6. Monitor the American Farmland Trust "Saving Farmland, Growing Cities" program.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Review and comment on Local Agency Formation Commission inquiries concerning proposed changes in boundaries of cities and special districts. (Responsible Agency: Kern COG).	June 30	40%
2	Review and comment on regionally significant environmental documents of cities, the county and special districts for compliance with the Regional Transportation Plan/Sustainable Communities Strategy. (Responsible Agency: Kern COG).	June 30	40%
3	Maintain repository of southern San Joaquin Valley regional water quality studies and documents. (Responsible Agency: Kern COG).	June 30	10%
4	Participate when applicable in the Kern IRWMP. (Responsible Agency: Kern COG).	June 30	10%

**End Products (Schedule)**

1. Issue responses to Local Agency Formation Commission inquiries concerning proposed changes in the boundaries of cities and special districts to assure compliance with the RTP/SCS. (monthly, when requested).
2. Issue letters responding to regionally significant environmental documents of cities, the county and special districts for compliance with the RTP/SCS. (monthly when requested).



## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$9,822				\$9,822					\$19,644	\$1,127	\$0	\$1,127	\$0
Consultant										\$0				
Total	\$9,822	\$0	\$0	\$0	\$9,822	\$0	\$0	\$0	\$0	\$19,644	\$1,127	\$0	\$1,127	\$0

## Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
FHWA PL	3,929	3,929	982	982	\$ 9,822
FHWA PL C/O					\$ -
RSTP					\$ -
CMAQ					\$ -
FTA 5303	3,929	3,929	982	982	\$ 9,822
FTA 5303 C/O					\$ -
SB-1 20-21					\$ -
HCD					\$ -
Local					\$ -
TOTAL	\$ 7,858	\$ 7,858	\$ 1,964	\$ 1,964	\$ 19,644

## **200 COMMUNITY DEVELOPMENT**

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Development of communities that are compact, energy efficient and designed to reduce air and noise pollution, pose problems for both government agencies and development interests. Land management and livable community concepts address many of these issues and contribute to a new perspective on housing and land use as they relate to the environment and quality of life in the Kern region. Development of a Complete Streets Policy Guide would be beneficial to Kern COG member agencies (please see Work Element 608.1 previous work completed).

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 201.1 - COMMUNITY AND ENVIRONMENTAL**  
**INVENTORY MAPPING SYSTEM**

**Purpose & Goal\***

To prepare and consolidate a comprehensive community and environmental planning inventory and quickly identify environmental factors in plans, programs, and studies through Geographic Information Systems (GIS). The GIS mapping program is designed to both maintain map layers such as land use, imagery, and roads for RTP and SCS analysis as well as providing supporting data for use in the transportation demand model.

\*Meets Core Planning Functions including the Regional Transportation Plan and Federal Transportation Improvement Program.

**Previous Work**

1. Kern Geographic Information Network (Kern GEONET) coordination;
2. Kern COG GIS Program updates;
3. Local jurisdiction land use data for modeling inputs;
4. Kern Multi-Agency Aerial Imagery Project 2020
5. Enable use of 1937-1952 Kern aerial photography in GIS

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Identify, compile and maintain mapping data in a single database. (Responsible Agency: Kern COG).	June	35%
2	Integrate Kern COG Enterprise GIS with public online map tools. (Responsible Agency: Kern COG).	December	25%
3	Update Disadvantaged Communities Mapping. (Responsible Agency: Kern COG)	April	5%
4	Update historical aerial imagery for modern GIS systems. (Responsible Agency: Kern COG).	June	15%
5	Coordinate partnership activity for multi-agency imagery collection and distribution. (Responsible Agency: Kern COG).	June	5%
6	Create, maintain and analyze planning maps for RTP and other documents. (Responsible Agency: Kern COG).	Continuous	15%

**End Products (Schedule)**

1. Update Disadvantaged Communities mapping. (April 2024)
2. Kern COG ArcGIS Online integration. (December 2023)
3. Maintain layers for RTP modeling inputs (June 2024)
4. Historical aerial imagery update (June 2024)
5. Map and analyze data for Kern COG documents (monthly)

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$215,048				\$220,985					\$436,033	\$24,666	\$0	\$25,347	\$0
Consultant										\$0				
Total	\$215,048	\$0	\$0	\$0	\$220,985	\$0	\$0	\$0	\$0	\$436,033	\$24,666	\$0	\$25,347	\$0

## Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	75,267	53,762	10,752	32,257	10,752	32,257	\$ 215,048
FHWA PL C/O							\$ -
RSTP							\$ -
CMAQ							\$ -
FTA 5303	77,345	55,246	11,049	33,148	11,049	33,148	\$ 220,985
FTA 5303 C/O							\$ -
SB-1 20-21							\$ -
HCD							\$ -
Local							\$ -
TOTAL	\$ 152,612	\$ 109,008	\$ 21,802	\$ 65,405	\$ 21,802	\$ 65,405	\$ 436,033

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 201.2 – MAPPING SERVICES AND TECHNICAL SUPPORT**

**Purpose & Goal**

To collaborate and coordinate on comprehensive mapping projects, services, training and technical support among local agencies and other entities as needed to enhance transportation planning and security while eliminating overlapping purchases and services. A goal of this Work Element is to ensure that local jurisdictions have up-to-date land use and other GIS data needed for development of the RTP/SCS.

\*Meets Core Planning Functions including the Regional Transportation Plan.

**Previous Work**

1. Arvin and McFarland mapping agreements;
2. Wonderful Ranch 3710 Study;
3. Amazon and Landings Study;
4. Malibu Ranch Study;
5. Lost Hills;
6. Project (shopping warehouse) on S. H St and North of Hosking;
7. Project on S. H St and South of Hosking;
8. Project on Rosedale and Gosford.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Support mapping agreements with member agencies. (Responsible Agency: Kern COG)	Continuous	15%
2	Generate maps in response to community/public requests. (Responsible Agency: Kern COG)	As needed	15%
3	Support modeling in response to community/public requests. (Responsible Agency: Kern COG)	As needed	70%

**End Products (Schedule)**

1. Support member agency mapping service agreements (monthly),
2. Member agency and community mapping requests (monthly).
3. Member agency and community modeling requests (monthly).

**Revenue Budget**

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$0				\$0					\$0	\$0	\$0	\$0	\$0
Consultant										\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
FHWA PL	0	-	-	-	-	\$ -
FTA 5303	-	-	-	-	-	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 203.1A – SUSTAINABLE COMMUNITIES PUBLIC PARTICIPATION**

**Purpose & Goal**

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS), as well as the 2017 Regional Transportation Guidelines for consultation and coordination by all interested parties. This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health and social equity. It also contributes to Sustainable Communities Grant Specific Objectives: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS, contributes to the State's GHG reduction targets and other State goals. This Work Element uses 2023/24 SB 1 formula grant funding.

**Previous Work**

1. 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategies;
2. Public Information Policies and Procedures Update for 2022 Regional Transportation Plan – May 2019.

**Study Design (Tasks & Responsible Agency)**

	Task	Completion Date	% Effort
1	Design public outreach content and timing, ensure that the planning process successfully integrates environmental justice into decision making, produce public outreach reports and data analysis for the RTP/SCS. (Responsible Agency: Kern COG).	June 30	25%
2	Update Public Information Policies and Procedures for development of the 2026 Regional Transportation Plan. (Responsible Agency: Kern COG).	September 30	20%
3	Identify transportation needs of target populations, including disadvantaged communities and Environmental Justice communities; Quantitatively assess benefits and burdens of transportation plans. (Responsible Agency: Kern COG)	June 30	15%
4	Continue government to government relationship with the Tejon Tribe and other tribal communities for the RTP/SCS process. (Responsible Agency: Kern COG)	June 30	10%
5	Using a subscription service, design and develop at least two online surveys for development of the RTP/SCS (Fall and Spring). (Responsible Agency: Kern COG)	June 30	15%
6	Provide planning support to member agencies in development of grants and applications. (Responsible Agency: Kern COG)	During Fiscal Year	15%

**End Products (Schedule)**

1. FY23-24 Updated Public Information Policies and Procedures (September 2023)
2. FY23-24 Online Surveys – 2 per year (Fall 2023, Spring 2024)

3. FY23-24 SCS outreach meetings for target populations to ensure transportation planning efforts with disadvantaged communities and Environmental Justice communities. (As needed and/or requested)
4. FY23-24 SCS planning support in development of grants and applications. (June 2024)

### Revenue Budget

AGENCY	Formula Funds			TOTAL
	FY 23-24 SB-1	SB-1 Carryover	Local	
Kern COG	\$42,775		\$ 5,542	\$ 48,317
Consultant				\$ -
Total	\$42,775		\$ 5,542	\$ 48,317

### Funding by Task

SOURCE	1	2	3	4	5	6	TOTAL
SB-1 23-24	\$ 10,694	\$ 8,555	\$ 6,416	\$ 4,278	\$ 6,416	\$ 6,416	\$ 42,775
Local	\$ 1,386	\$ 1,108	\$ 831	\$ 554	\$ 831	\$ 831	\$ 5,542
TOTAL	\$ 12,079	\$ 9,663	\$ 7,248	\$ 4,832	\$ 7,248	\$ 7,248	\$ 48,317



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 203.2A – 2023/2024 SUSTAINABLE COMMUNITIES**  
**PERFORMANCE MEASURES**

**Purpose & Goal**

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS), as well as the Regional Transportation Guidelines for performance measure monitoring. Kern COG was cited in the State 2010 Guidelines as a Best Practice for a Small/Medium/Rural MPO. This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health and social equity. It also contributes to Sustainable Communities Grant Specific Objectives: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS, contributes to the State's GHG reduction targets and other State goals. This Work Element uses 2021-22 SB 1 formula grant funding.

**Previous Work**

1. 2014, 2018-2022 Regional Transportation Plan/Sustainable Communities Strategies Integrated Performance Measure Analysis

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	SCS Performance Measure Analysis Program – for environmental justice and all communities in support of SCS development. SCS system level integrated performance measure analysis (see also 601.4). (Responsible Agency: Kern COG).	June 30	30%
2	SCS update of disadvantaged communities mapping as needed using Planning and Environmental Linkages (PEL) U.S. EPA EJScreen Tool. SCS disadvantaged communities/environmental justice performance measure analysis. (Responsible Agency: Kern COG).	June 30	15%
3	SCS smart mobility framework performance measure analysis; SCS health equity performance measure analysis. (Responsible Agency: Kern COG).	June 30	15%
4	SCS public outreach scenario comparison performance measures. (Responsible Agency: Kern COG).	June 30	15%
5	Project level performance measures to support the transportation improvement program and grant applications. (Responsible Agency: Kern COG).	During Fiscal Year	15%
6	Research on developing and monitoring health performance and other emerging measures in coordination with stakeholders. Include established Environmental Justice and Business and Industry Roundtable Stakeholder groups in development of performance measures. (Responsible Agency: Kern COG).	June 30	10%

### End Products (Schedule)

1. FY22-23 SCS performance status and modeling report (bi-annual)
2. FY22-23 SCS development and modeling for disadvantaged communities for the SCS environmental justice performance report (on a four-year cycle)
3. FY22-23 SCS roundtable stakeholder meeting(s) report (on a four-year cycle)
4. FY22-23 Draft SCS integrated performance measures analysis (on a four-year cycle)
5. FY22-23 Final SCS integrated performance measures analysis (on a four-year cycle)

### Revenue Budget

AGENCY	Formula Funds		TOTAL
	FY 23-24 SB-1	Local	
Kern COG	\$ 98,077	\$ 12,707	\$ 110,784
Consultant	\$ 83,842	\$ 10,863	\$ 94,705
Total	\$ 181,919	\$ 23,570	\$ 205,489

### Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
SB-1 23-24	\$ 54,576	\$ 27,288	\$ 27,288	\$ 27,288	\$ 27,288	\$ 18,192	\$ 181,919
Local	\$ 7,071	\$ 3,536	\$ 3,536	\$ 3,536	\$ 3,536	\$ 2,357	\$ 23,570
TOTAL	\$ 61,647	\$ 30,823	\$ 30,823	\$ 30,823	\$ 30,823	\$ 20,549	\$ 205,489

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 203.3A – 2023/2024 SUSTAINABLE COMMUNITIES MOBILITY**  
**INNOVATIONS AND INCENTIVES PLANNING**

**Purpose & Goal\***

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to support SCS development by identifying advanced transportation technology projects to reduce greenhouse gas emissions in all communities, and specifically in CalEnviroScreen-identified disadvantaged communities, especially racial minority, and low-income communities (see also WE 603.3). This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health, and social equity. This program contributes to Sustainable Communities Grant-Specific Objectives: (a) to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS and (b) contributes to the State's GHG reduction targets and other State goals. This Work Element uses 2023-2024 SB 1 formula grant funding.

**Previous Work**

1. Project delivery, grant research, and write grants;
2. 2022 Regional Transportation Plan (and 2018);
3. 2013-2023 San Joaquin Valley Electric Vehicle Partnership member;
4. 2013-2023 San Joaquin Valley Natural Gas Partnership member;
5. 2018-2020; 2022-2023 Kern COG TRANSITions Transit Symposium;
6. 2021 TRANSITions Webinar Series.
7. 2016-2022 National Drive Electric Week Events and Media Campaigns;
8. 2021-2022 First Responder Training Workshops;
9. Kern Electric Charging Space Inventory (2016 Baseline).

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	SCS Mobility Innovations Program- Respond to inquiries related to mobility innovations, alternative fuel vehicles and infrastructure. (Responsible Agency: Kern COG)	June 30	5%
2	Host or sponsor public workshops on mobility innovations, funding resources or technician trainings. (Responsible Agencies: Kern COG, Stakeholder Groups).	June 30	15%
3	Meet with member agencies and other public agencies to determine interest in shared mobility options, alternative fuel vehicles and fueling or charging infrastructure, and FAST Alternative Fuel Corridor designations to better tailor outreach, awareness, and education efforts to meet local needs. (see also WE 603.3). (Responsible Agencies: Kern COG, Stakeholder Groups).	June 30	10%
4	Attend the Advanced Clean Transportation Expo (May 2024), the NorCal Clean Tech Forum or other related	May 31	10%

	conferences either in person or online. Advocate for new investment in Kern County. (see also WE 603.3). (Responsible Agency: Kern COG).		
5	Monitor and track charging station and alternative fuel infrastructure development to document 2019 Kern EV Charging Station Blueprint progress. (Responsible Agencies: Kern COG, Stakeholder groups).	May 31	10%
6	Coordinate, host, sponsor and participate in local activities to support the development of zero emission vehicle market or infrastructure. Partner with local agencies as appropriate, attend meetings, and workshops with consideration for DACs. (see also WE 603.3) (Responsible Agency: Kern COG).	June 30	30%
7	Partner with local agencies as appropriate, attend meetings, and serve on committees with consideration for DACs. (Responsible Agency: Kern COG).	June 30	10%
8	Promote mobility innovations, alternative fuel vehicles and infrastructure activities and events through media releases, paid public awareness campaigns and public outreach. (see also WE 603.3) (Responsible Agency: Kern COG).	June 30	10%

### End Products (Schedule)

1. Zero Emission public awareness campaign (October 2023, June 2024).
2. Electric Vehicle Charging Spaces in Kern County by Zip Code Report (November 2023, June 2024).
3. TRANSITions Transit Symposium (June 2024).
4. Public electric vehicle events or training workshops (June 2024).
5. One public Medium- and Heavy-Duty Zero Emission workshop (June).
6. Conference, meeting, or workshop participation (June).

### Revenue Budget

AGENCY	Formula Funds		TOTAL
	FY 23-24 SB-1	Local	
Kern COG	\$ 124,375	\$ 16,114	\$ 140,489
Consultant	\$ -	\$ -	\$ -
Total	\$ 124,375	\$ 16,114	\$ 140,489

### Funding by Task

SOURCE	1	2	3	4	5	6	7	8	TOTAL
SB-1 23-24	\$ 6,219	\$ 18,656	\$ 12,438	\$ 12,438	\$ 12,438	\$ 37,313	\$ 12,438	\$ 12,438	\$ 124,375
Local	\$ 806	\$ 2,417	\$ 1,611	\$ 1,611	\$ 1,611	\$ 4,834	\$ 1,611	\$ 1,611	\$ 16,114
TOTAL	\$ 7,024	\$ 21,073	\$ 14,049	\$ 14,049	\$ 14,049	\$ 42,147	\$ 14,049	\$ 14,049	\$ 140,489

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 203.4A – 2023/2024 SUSTAINABLE COMMUNITIES STRATEGY**  
**FORECAST AND TRAVEL MODEL ACTIVITY PROGRAM**

**Purpose & Goal**

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS), as well as the 2017 Regional Transportation Guidelines for consultation and coordination by all interested parties. This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health and social equity. It also contributes to Sustainable Communities Grant Specific Objectives: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS, contributes to the State's GHG reduction targets and other State goals. This program, similar to work elements 604.2 & 604.3 will focus on SCS Socio-economic, Land Use, and Travel Model Forecasting Activity – for environmental justice and all communities in support of SCS development. This Work Element uses 2023-24 SB 1 formula grant funding.

**Previous Work**

1. 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategy;
2. Regional Growth Forecasting;
3. Travel Model Forecasting.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Increase number of TAZs as needed. Calculate a build-out analysis of all general plans in Kern County by TAZ. (Responsible Party: Kern COG).	June 30	5%
2	Coordinate modeling assumptions through Regional Transportation Modeling Committee/Regional Planning Advisory Committee. (Responsible Agency: Kern COG).	June 30	5%
3	Refine UPLAN land-use model for distribution of regional growth forecast. (Responsible Party: Kern COG).	June 30	20%
4	Provide modeling/support for regional transportation decision-making, air quality conformity modeling and local projects and programs. (Responsible Agency: Kern COG)	June 30	25%
5	Conduct environmental justice analysis of the short-range program and long-range plans to evaluate and determine transportation impacts. (Responsible Agency: Kern COG).	June 30	10%
6	Prepare data for SCS technical modeling methodology to meet SB 375 requirements. (Responsible Party: Kern COG).	June 30	20%
7	Participate in San Joaquin Valley Model Improvement Program. (Responsible Agency: Kern COG).	June 30	5%
8	Assess the intermodal feasibility of proposed aviation, highway, public transit, goods movement, and non-motorized transportation projects. Continue to monitor and update proposed at-grade and grade-separated rail safety projects (Responsible Agency: Kern COG).	June 30	5%

9	Identify short- and long-range strategies and actions to meet projected demands (Responsible Agency: Kern COG).	June 30	5%
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### End Products (Schedule)

1. FY23-24 SCS status and modeling report (twice a year).
2. FY23-24 Draft SCS socio-economic data forecast report (on a four-year cycle).
3. FY23-24 Final SCS socio-economic data forecast report (on a four-year cycle).
4. FY23-24 Regional Growth Forecast Update 2024-2050 (on a four-year cycle).

### Revenue Budget

AGENCY	Formula Funds	Carryover	TOTAL	
	FY 23-24 SB-1	SB-1	Local	
Kern COG	\$ 25,830		\$219,578	\$245,408
Consultant	\$ -		\$ -	\$ -
Total	\$ 25,830		\$219,578	\$245,408

### Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
SB-1 23-24	\$ 1,292	\$ 1,292	\$ 5,166	\$ 6,458	\$ 2,583	\$ 5,166	\$ 1,292	\$ 1,292	\$ 1,292	\$ 25,830
Local	\$ 10,979	\$ 10,979	\$ 43,916	\$ 54,895	\$ 21,958	\$ 43,916	\$ 10,979	\$ 10,979	\$ 10,979	\$ 219,578
TOTAL	\$ 12,270	\$ 12,270	\$ 49,082	\$ 61,352	\$ 24,541	\$ 49,082	\$ 12,270	\$ 12,270	\$ 12,270	\$ 245,408

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 203.5 - Regional Early Action Planning Grant Program**

**Purpose & Goal**

REAP was established in the 2019-20 Budget Act to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment. Maintain an active planning program to reduce transportation emissions and improve regional air quality through transportation system management.

**Previous Work**

1. Regional Housing Needs Allocation (RHNA) (2023-2031) - HCD Approval received 8-18-22/
2. Adopted 6<sup>th</sup> Cycle RHNA Methodology;
3. Regional Housing Needs Allocation Plan (2013-2023);.
4. Assist member agencies with update of general plan housing elements (2016).

**Study Design (Tasks and Responsible Agencies)**

Task #	Task	Completion Date	% of Effort
1	Management and maintenance of Regional Housing Needs Online Mapping tool (Responsible Agency: Consultant)	June 30	5%
2	Distribution plan for second round of REAP 1.0 (Responsible Agency: Kern COG)	June 30	40%
3	Provide support to Kern members of the San Joaquin Valley Multi Agency Working Group to allocate the regional funds under the REAP Grant. (Responsible Agency: Kern COG).	June 30	40%
4	Quarterly and annual reporting for REAP 1.0 (Responsible Agency: Kern COG)	June 30	5%
5	Update Regional Planning Advisory Committee and Transportation Planning and Policy Committee about the sixth cycle RHNA and housing element updates. (Responsible Agency: Kern COG).	June 30	10%

**End Products (Schedule)**

1. Distribution Plan for final REAP 1.0 allocation (September 2023).
2. Quarterly and Annual Reports for REAP 1.0 (June 2024).

## Revenue Budget

AGENCY					FHWA		FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	FY 23-24 SB-1	HCD	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover		
Kern COG								\$ 7,872		\$ 7,872	\$ -	\$ -	\$ -	\$ -		
Consultant										\$ -						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ 7,872	\$ -	\$ -	\$ -	\$ -		

## Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
HCD	\$ 394	\$ 3,149	\$ 3,149	\$ 394	\$ 787	\$ 7,872
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 394	\$ 3,149	\$ 3,149	\$ 394	\$ 787	\$ 7,872



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 203.6: SJV HOUSEHOLD TRAVEL SURVEY**

**Purpose & Goal**

The San Joaquin Valley Household Travel Survey will collect data for the eight counties in the San Joaquin Valley, including household demographic information, travel patterns, and trip-making characteristics. The data will be used in estimation, calibration, and validation of the travel demand models owned by the eight Valley MPOs. These models are a critical tool for planning activities at local, regional, state, and federal levels, such as RTP/SCS development, conformity, transportation corridor studies, environmental justice analysis, SB 743 VMT analysis under CEQA, impact fee nexus studies, and transit service planning.

**Previous Work**

1. None.

**Study Design (Tasks and Responsible Agencies)**

Task #	Task	Completion Date	% of Effort
1	In consultation with Caltrans District 6 & 9 and the California Housing and Community Development (HCD) develop questions related to housing for the survey. (Responsible Agencies: SJV MPOs.)	Fall 2022	25%
2	Finalize/issue survey instrument, create report. (Responsible Agency: Consultant)	June 30	75%

**End Products (Schedule)**

1. Completed Household Travel Survey for use with 2026 Regional Transportation Planning (Consultant).

**Revenue Budget**

AGENCY					FHWA		FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	FY 22-23 SB-1	HCD	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover		
Kern COG									\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ -		
Consultant										\$ -						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ -		

**Funding by Task**

SOURCE	TASKS		TOTAL
	1	2	
HCD	\$ -	\$ -	\$ -
Local	\$ 4,587	\$ 13,761	\$ 18,348
TOTAL	\$ 4,587	\$ 13,761	\$ 18,348

### **300 ECONOMIC DEVELOPMENT**

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The economic climate of the Kern region is a vital element in the well-being of the area. Housing, land use and transportation are directly related to the economic condition of the area.

The strengthening of the economic climate will assist in developing a balanced multi modal transportation system that is designed to contribute to the attainment of air quality and other environmental goals; to provide reasonable and affordable transportation for the elderly, handicapped and disadvantaged.

No projects are programmed in FY 2023-2024.

## **400 HEALTH**

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Kern COG is concerned about any adverse effects its policies and programs might have on community health and related issues. All activities are carefully reviewed for potential impacts on community health. In addition, Kern COG attempts to take advantage of all opportunities to improve and protect public health through its environmental and other projects (please see Work Element 601.4.

Kern COG also considers health and related issues in its role as area wide clearinghouse.

No projects are programmed in FY 2023-2024.

## **500 SAFETY AND JUSTICE**

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Kern COG has a responsibility to ensure its programs and policies protect public safety and promote justice. These general goals are an integral part of each of Kern COG's programs.

Kern COG is responsible for ensuring that land use policies in the vicinity of public use airports protect public safety. The area-wide housing plan is intended to promote policies that encourage the provision of a safe and pleasant community environmental for all. Kern COG's transportation planning policies promote a safe means of travel for all segments of society.

No projects are programmed in FY 2023-2024.

## **600 INTERMODAL TRANSPORTATION PLANNING**

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Kern COG is responsible for managing a continuous, cooperative and comprehensive transportation planning process and program. The Regional Transportation Plan is the key long-range planning document for ensuring integrated transportation system improvements meets the challenge of a mobile society today and in the future.

The Kern regional transportation program addresses all modes and unique needs of a vast and diverse region. Transportation is related to land use, housing, recreation, open space and resource conservation. The elements are a part of both the process and plan. The regional transportation planning process places emphasis on service level improvement for all modes and refinement of the relationship of each mode to the overall transportation plan.

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 601.1 – REGIONAL TRANSPORTATION PLAN/  
 CONGESTION MANAGEMENT PROCESS**

**Purpose & Goal\***

Using a collaborative, comprehensive, continuous four-year cycle, amend and update the Regional Transportation Plan (RTP) to address short- and long-term multi-modal transportation needs over a 20+ year timeframe in compliance with applicable federal and state requirements, using an integrated document approach. Some of the requirements addressed by the RTP include Federal Code Title 23 Part 450.320 congestion management process (CMP) and California Government Code Sec. 65080(b)(2) sustainable communities strategy (SCS).

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, air quality conformity, Performance Management and State of Good Repair.

**Previous Work**

1. 2022 RTP/SCS Program Environmental Impact Report (PEIR);
2. 2018, 2022 RTPs, SCSs, CMPs, supportive studies (freight, transit, complete streets, etc.), and inclusive of programmatic environmental documents;
3. 2018, 2020 Regional Transportation Improvement Programs;
4. 2017, 2019, 2021 and Federal Transportation Improvement Program, amendments, and Conformity Analysis;
5. 2018, 2020, 2022 Federal approval of the Federal Transportation Improvement Program, RTP and related Conformity Analysis and amendments;
6. 2020, California Air Resources Board acceptance of the SCS.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Continue the four-year cycle update process for the RTP/SCS, including: status reports, revised modeling, revenue projections, Capital Improvement Program (CIP) list development, mapping, visualizations and element updates (Responsible Agency: Kern COG).	June 30	20%
2	Review and revise conformity analysis, as necessary and re-adopt resolution documenting air quality conformity (Responsible Agency: Kern COG).	June 30	10%
3	Review RTP guidelines and updates to maintain compliance with state and federal mandates, goals, policies and implementing actions of the RTP (Responsible Agency: Kern COG).	March 31	10%
4	Assess the intermodal feasibility of proposed: aviation, highway, public transit, goods movement and non-motorized transportation projects. Continue to monitor and update proposed at-grade and grade-separated rail safety projects (Responsibility Agency: Kern COG);	December 30	15%
5	Identify short- and long-range strategies and actions to meet projected demands; When updating the RTP, include Freight	June 30	15%

	Movement analyses findings, as well as ITS studies (Responsible Agency: Kern COG);		
6	Evaluate the federal congestion management process for consistency with the Regional Transportation Plan (Responsible Agency: Kern COG);	December 30.	10%
7	Coordinate the system planning process with Caltrans Districts 6 and 9; Coordinate with member agencies to implement the currently adopted Regional Transportation Plan (Responsible Agency: Kern COG);	June 30	5%
8	Determine a means to address federal surface transportation funding requirements for ground access improvements (Responsible Agency: Kern COG);	June 30	5%
9	As necessary, revise, amend and update the Regional Transportation Plan, assuring compliance with state and federal air quality requirements (California Clean Air Act, Federal Clean Air Act Amendments of 1990, and State Implementation Plan) as well as the Air Quality Attainment Plan adopted by the two local air districts (Responsible Agency: Kern COG).	June 30	5%
10	Coordinate development of the RTP/SCS with representatives from Department of Defense on infrastructure and connectivity needs for the Strategic Highway Network (STRAHNET). Coordinated with the Federal Land Management Agency on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. (Responsible Agency: Kern COG).	June 30	5%

### End Products (Schedule)

1. RTP development status reports (January 2024, June 2024)
2. Modeling runs in support of RTP Development; Amendments; Revenue Projections; Capital Improvement Program and mapping; (June 2024)
3. Capital Improvement Program; (June 2024)
4. Conformity analysis including RTP amendments; and (June 2024)

### Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$45,073				\$45,073					\$90,146	\$5,170	\$0	\$5,170	\$0
Consultant										\$0				
Total	\$45,073	\$0	\$0	\$0	\$45,073	\$0	\$0	\$0	\$0	\$90,146	\$5,170	\$0	\$5,170	\$0

### Funding by Task

SOURCE		TASKS										TOTAL
		1	2	3	4	5	6	7	8	9	10	
FHWA PL	\$	9,015	\$ 4,507	\$ 4,507	\$ 6,761	\$ 6,761	\$ 4,507	\$ 2,254	\$ 2,254	\$ 2,254	\$ 2,254	\$ 45,073
FTA 5303	\$	9,015	\$ 4,507	\$ 4,507	\$ 6,761	\$ 6,761	\$ 4,507	\$ 2,254	\$ 2,254	\$ 2,254	\$ 2,254	\$ 45,073
STIP PPM	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$	18,029	\$ 9,015	\$ 9,015	\$ 13,522	\$ 13,522	\$ 9,015	\$ 4,507	\$ 4,507	\$ 4,507	\$ 4,507	\$ 90,146

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 601.2 – RTP/CIP FINANCIAL ELEMENT**

**Purpose & Goal\***

Revise, amend and implement the action and financial elements (Capital Improvement Program) of the Regional Transportation Plan (RTP) to address short and long-term financial planning over the life of the Plan.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, Performance Management and State of Good Repair.

**Previous Work**

1. 2022 RTP, inclusive of program environmental impact reports;
2. 2021 Federal Transportation Improvement Programs;
3. Congestion Management Program as updated;
4. Develop financial nexus for future corridor and subarea studies, such as the Bakersfield System Study and high-speed rail analysis;
5. Kern Data publications; and
6. Other Kern COG planning studies.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Prepare 2022 RTP and Draft 2026 RTP Capital Improvement Program updates based on updated lists of transportation projects for further document development and modeling. (Responsible Agency: Kern COG).	June 30	50%
2	Update the financial element narrative and CIP analysis to support transportation demand management and transportation control measures. (Responsible Agency: Kern COG).	June 30	10%
3	Coordinate transportation demand management actions and transportation control measures to meet needs of major capital improvements. (Responsible Agency: Kern COG).	June 30	10%
4	Update funding strategies and actions to meet projected financial demand and shortfall. (Responsible Agency: Kern COG).	June 30	10%
5	Maintain a prioritized list of aviation, highway, street and road, public transit, goods movement and non-motorized projects as well as intermodal options, for the region. (Responsible Agency: Kern COG).	June 30	10%
6	Develop data for available transportation funding options with private sector participation. (Responsible Agency: Kern COG).	June 30	10%



## End Products (Schedule)

1. Financial element/Capital Improvement Program amendments as necessary to maintain compatibility with other elements of the 2022 RTP. (June 2024)
2. Update financial element/Capital Improvement Program for Draft 2026 RTP (June 2024)

## Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$46,302									\$46,302	\$5,311		\$0	\$0
Consultant										\$0				
Total	\$46,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,302	\$5,311	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	\$ 23,151	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 46,302
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 23,151	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 46,302

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 601.3 –REGIONAL TRANSPORTATION COMMUNITY**  
**SURVEY & OUTREACH**

**Purpose & Goal**

To gain public input on the Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) process and integrate U.S. Department of Transportation Environmental Justice regulations and Title VI requirements into Kern COG's planning processes. This Work Element uses PL and STIP PPM funds to encourage local and regional multimodal transportation and land use planning, provide education and outreach to disadvantaged communities and strive to achieve sustainability, preservation, mobility, improved health and social equity.

**Previous Work**

1. Public workshops/Community meetings;
2. Website and newspaper advertising;
3. Regional community survey 2009 through 2023;
4. 2010, 2012, 2016, 2018, 2020 Environmental Justice and Social Equity Roundtable;
5. California Central Valley Tribal Transportation Environmental Justice Collaborative Project (FY 2008-09);
6. Tribal Notification Area Map for San Joaquin Valley (GIS map);
7. Tejon Indian Tribe designated as a member of the Regional Planning Advisory Group;
8. Continue government-to-government coordination with the Tejon Indian Tribe;
9. Updated Public Information Policies and Procedures – May 2019.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Design public outreach content and timing, ensure that the planning process successfully integrates environmental justice and federal land management agencies into decision making, produce public outreach reports and data analysis for the RTP/SCS. (Responsible Agency: Kern COG).	June 30	25%
2	Identify transportation needs of target populations, including disadvantaged communities and Environmental Justice communities; Quantitatively assess benefits and burdens of transportation plans. (Responsible Agency: Kern COG).	June 30	15%
3	Continue government-to-government relationship with the Tejon Tribe and other tribal communities for the RTP/SCS process. (Responsible Agency: Kern COG).	June 30	15%
4	Continue government-to-government relationship with Tejon Tribe with the goal of developing an agreement with policies and procedures that outline roles, responsibilities and key decision points. (Responsible Agency: Kern COG).	June 30	15%
5	Prepare and conduct the annual quality of life community survey. (Responsible Agency: Consultant).	May 31	10%

6	Update Public Information Policies and Procedures (Responsible Agency, Kern COG)	September 30	20%
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### End Products (Schedule)

1. Outreach at Community Events (July 2023 – June 2024).
2. Newspaper advertising (July 2023 – June 2024).
3. Public workshops and community meetings (July 2023 – June 2024).
4. Regional community survey (Consultant) (March/April 2024) (\$75,000 – STIP PPM).
5. GIS maps of minority and low-income populations (June 2024).
6. Integrate U.S. Department of Transportation Environmental Justice regulations into the Regional Transportation Plan process (June 2024).
7. Monitor Integrated Performance Measures Analysis from 2022 Regional Transportation Plan (June 2024).
8. Revise environmental justice modeling metro and non-metro TAZs and job centers TAZs (June 2024).
9. Updated Public Information Policies and Procedures (September 2023).

### Revenue Budget

AGENCY		FHWA		TOTAL		TOLL CREDITS NOT REVENUE	
	PL	PL carryover	STIP PPM	Local		PL	PL carryover
Kern COG	\$ 26,080			\$ -	\$ 26,080	\$ 2,991	\$ -
Consultant	\$ 6,000		\$ 75,000		\$ 81,000		
Total	\$ 32,080	\$ -	\$ 75,000	\$ -	\$ 107,080	\$ 2,991	\$ -

### Funding by Task

SOURCE	1	2	3	4	5	6	TOTAL
FHWA PL	\$ 8,020	\$ 4,812	\$ 4,812	\$ 4,812	\$ 3,208	\$ 6,416	\$ 32,080
STIP PPM	\$ 18,750	\$ 11,250	\$ 11,250	\$ 11,250	\$ 7,500	\$ 15,000	\$ 75,000
Local	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL	\$ 26,770	\$ 16,062	\$ 16,062	\$ 16,062	\$ 10,708	\$ 21,416	\$ 107,080

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 601.4 – FEDERAL PERFORMANCE MEASURES DATA AND ANALYSIS**

**Purpose & Goal\***

Establish and monitor a variety of highway safety, bridge, pavement and overall system performance measures within the transportation planning process. Provides for data gathering and analysis to promote a safe, sustainable, integrated and efficient transportation system to enhance the region's economy, health and livability.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, and Performance Management.

**Previous Work**

1. 2018 - 2022 Federal MPO/State Safety Performance Measure (PM 1);
2. 2018 – 2020 Federal MPO/State Pavement & Bridge Performance Measure (PM2);
3. 2018 Federal MPO/State Travel Time Reliability Performance Measure (PM3);
4. Completion of PM 1-3 targets;
5. Participated in PM1-3 Webinars and Trainings;
6. 2014, 2018 and 2022 Environmental Justice Measures Analysis;
7. 2021 Project Delivery Policies and Procedures; and
8. Developed Health Equity Performance Measures.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	PM 1 – Consider and adopt two measures to assess motorized fatalities: (1) Number of fatalities; (2) Rate of fatalities. (Responsible Agency: Kern COG).	February	10%
2	PM 1 – Consider and adopt two measures to assess motorized serious injuries: (1) Number of serious injuries; (2) Rate of serious injuries. (Responsible Agency: Kern COG).	February	15%
3	PM 1 – Consider and adopt one measure for non-motorized safety performance: (1) Number of non-motorized fatalities and non-motorized serious injuries. <b>Note:</b> Pedestrian and non-motorized fatalities and severe injuries are combined as requested by Caltrans MAP-21 Safety Performance Management (PM 1) Team in accordance with FHWA. (Responsible Agency: Kern COG).	February	5%
4	Create Safety Plans for 9 participating cities. (Responsible Agency: Consultant).	April	5%
5	PM 2 – Consider and adopt two measures for Interstate System pavement condition: (1) Percentage of pavements on the Interstate System in Good condition; (2) Percentage of pavements on the Interstate System in Poor condition. (Responsible Agency: Kern COG).	November	5%
6	PM 2 – Consider and adopt two measures for National Highway System (NHS) pavement condition: (1) Percentage of pavements on the NHS (excluding the Interstate System) in	November	5%

	good condition; (2) Percentage of pavements on the NHS (excluding the Interstate System) in Poor condition. (Responsible Agency: Kern COG).		
7	PM 2 – Consider and adopt two measures of bridge condition: (1) Percentage of NHS bridges in Good condition; (2) Percentage of NHS bridges in Poor condition. (Responsible Agency: Kern COG).	November	5%
8	PM 3 – Consider and adopt four system-wide measures: (1) Percentage of reliable person-miles traveled on the Interstate; (2) Percentage of reliable person-miles traveled on the non-Interstate NHS; (3) Percent change in CO2 emissions from 2017, generated by on-road mobile sources on the NHS; (4) A measure evaluating truck travel time reliability on the Interstate system (average truck reliability index). (Responsible Agency: Kern COG).	November	5%
9	PM 3 – Consider and adopt three measures to assess the federal Congestion Mitigation Air Quality program; (1) Total emission reductions for applicable criteria pollutants, for non-attainment and maintenance areas. (Responsible Agency: Kern COG).	November	5%
10	PM 3 – Consider and adopt two measures to assess traffic congestion: (1) Annual hours of peak hour excessive delay per capita; (2) Modal share; specifically, the percent of non-single occupancy vehicle travel, including travel avoided by telecommuting. (Responsible Agency: Kern COG).	November	5%
11	Update disadvantaged communities mapping as needed. (Responsible Agency: Kern COG).	June 30	5%
12	Implement a Federal Transit Administration (FTA) Transit asset Management Plan and Performance Measures (rolling stock, equipment, facilities, infrastructure; and Caltrans transit “State of Good Repair” countywide reporting. (Responsible Agency: Kern COG).	June 30	5%
13	System level integrated performance measures for Environmental Justice, Title VI, and smart mobility framework. (Responsible Agency: Kern COG).	June 30	15%
14	Project Level Performance measures to support the transportation improvement program and grant applications. (Responsible Agency: Kern COG).	June 30	5%
15	Continue developing and monitoring health performance measures in coordination with health advocates. (Responsible Agency: Kern COG).	June 30	5%

### End Products (Schedule)

1. MPO PM 1 Targets (annually) (February 2024)
2. MPO PM 2-3 Targets (every-other-year) (November 2024)
3. MPO PM Online Report (annually) (November 2024)

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$52,892									\$52,892	\$6,067	\$0	\$0	\$0
Consultant										\$0				
Total	\$52,892	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,892	\$6,067	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS															TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
FHWA PL	\$ 5,289	\$ 7,934	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 7,934	\$ 2,645	\$ 2,645	\$ 52,892
HSIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 5,289	\$ 7,934	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 7,934	\$ 2,645	\$ 2,645	\$ 52,892

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 602.1 – TRANSPORTATION IMPROVEMENT PROGRAM**

**Purpose & Goal\***

Develop a multimodal transportation system and implement long-range transportation plans in the Kern County area.

\*Meets Core Planning Functions including Regional Transportation Plan, Federal Transportation Improvement Program and Congestion Management Process, air quality, Performance Management and State of Good Repair.

**Previous Work**

1. 2022 Regional Transportation Plan and amendments;
2. 2021 Regional/Federal Transportation Improvement Program;
3. Amendments to the 2021 Federal Transportation Improvement Program;
4. Develop and submit 2022 Regional Transportation Improvement Program;
5. Develop 2023 Federal Transportation Improvement Program; and
6. California Transportation Improvement Program System (CTIPS).

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Develop and manage the Federal Transportation Improvement Program, maintain fiscal constraint. (Responsible Agency: Kern COG).	June 30	25%
2	Develop and manage the Regional Transportation Improvement Program. (Responsible Agency: Kern COG).	December 15	15%
3	Conduct outreach meetings and workshops to develop Transportation Improvement Programs and lists of capital projects. (Responsible Agency: Kern COG).	June 30	5%
4	Coordinate state and federal-aid capital improvement programs including ranking and development, review and approval for project applications. Monitor Sites of Repeated Disaster Damage table when selecting projects. (Responsible Agency: Kern COG).	June 30	15%
5	Conduct conformity analysis, adopt resolution and accept conformity findings and document conformity with various air quality strategies. (Responsible Agency: Kern COG).	June 30	5%
6	Monitor proposed at-grade and grade-separated rail projects. (Responsible Agency: Kern COG).	June 30	5%
7	Evaluate compliance with air quality conformity, state implementation plan, NEPA and title VI in project delivery process. (Responsible Agency: Kern COG).	June 30	5%
8	Monitor California Transportation Commission and legislative proposals related to transportation financing. (Responsible Agency: Kern COG).	June 30	10%
9	Continue CTIPS and participate in statewide programming coordination meetings. (Responsible Agency: Kern COG).	June 30	5%
10	Update transportation improvement project selection policy as needed to include new state and federally mandated air quality and planning policies. (Responsible Agency: Kern COG).	June 30	5%

11	Coordinate development of the Transportation Improvement Program with representatives from Department of Defense on infrastructure and connectivity needs for the Strategic Highway Network (STRAHNET). Coordinated with the Federal Land Management Agency on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. (Responsible Agency: Kern COG).	June 30	5%
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### End Products (Schedule)

1. 2024 RTIP (December 2023)
2. 2023 FTIP Amendments (June 2024)

### Future End Products (Schedule)

1. 2025 FTIP (December 2024)

### Revenue Budget

AGENCY	FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE				
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$253,778								\$61,818	\$315,596	\$29,108	\$0	\$0	\$0
Consultant										\$0				
Total	\$253,778	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,818	\$315,596	\$29,108	\$0	\$0	\$0

### Funding by Task

SOURCE	1	2	3	4	5	6	7	8	9	10	11	TOTAL
FHWA PL	\$ 63,445	\$ 38,067	\$ 12,689	\$ 38,067	\$ 12,689	\$ 12,689	\$ 12,689	\$ 25,378	\$ 12,689	\$ 12,689	\$ 12,689	\$ 253,778
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ 15,455	\$ 9,273	\$ 3,091	\$ 9,273	\$ 3,091	\$ 3,091	\$ 3,091	\$ 6,182	\$ 3,091	\$ 3,091	\$ 3,091	\$ 61,818
TOTAL	\$ 78,899	\$ 47,339	\$ 15,780	\$ 47,339	\$ 15,780	\$ 15,780	\$ 15,780	\$ 31,560	\$ 15,780	\$ 15,780	\$ 15,780	\$ 315,596



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 602.2 – PROJECT PLANNING & DEVELOPMENT ASSISTANCE**  
**FOR FEDERAL-AID PROJECTS**

**Purpose & Goal\***

Assist local agencies with planning and development of federal aid projects consistent with federal Title 23 requirements. Work cooperatively with Caltrans Planning, Federal Highway Administration and Federal Transit Administration to facilitate planning, development of federal aid projects to reduce duplication of effort.

\*Meets various Federal Planning Factors, Core Planning Activities including the Regional Transportation Plan and Federal Transportation Improvement Program, Performance Management and State of Good Repair.

**Previous Work**

1. 2018 and 2022 Regional Transportation Plan and amendments;
2. 2021 Regional/Federal Transportation Improvement Programs and amendments;
3. Short-range transit plans;
4. Accessing California Transportation Improvement Program System database;
5. Congestion Management Program Updates.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Assist local agencies and Caltrans with State Transportation Improvement Program (STIP) project planning & development and other state funded programs. (Responsible Agency: Kern COG).	June 30	20%
2	Host local assistance planning & project development and other state funded programs. (Responsible Agency: Kern COG).	June 30	10%
3	Monitor RIP, IIP, RSTP, CMAQ, ATP and other federal-aid projects. Monitor state funded projects including SB 1 programs and projects. Report project development status to Caltrans, CTC and member agencies annually. (Responsible Agency: Kern COG).	June 30	30%
4	Participate with Caltrans Districts 6 and 9 in state highway project planning, development, coordination and programming. (Responsible Agency: Kern COG).	June 30	10%
5	Monitor Caltrans Districts 6 and 9 expenditures and project development activities to assure Kern regional projects are timely and budget constrained. (Responsible Agency: Kern COG).	June 30	10%
6	Develop and submit responses to project planning & development inquiries to local agencies, Caltrans Local Assistance, Caltrans Planning, FHWA, and FTA. (Responsible Agency: Kern COG).	June 30	20%

**End Products (Schedule)**

1. Project status reports (CMAQ/RSTP/ATP/TDA Article 3) to local agencies (November 2023 and February 2024).
2. Progress Report for Projects of Regional Significance (October 2023 and April 2024).
3. Project status workshop (June 2024).

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$210,514									\$210,514	\$24,146	\$0	\$0	\$0
Consultant										\$0				
Total	\$210,514	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,514	\$24,146	\$0	\$0	\$0

## Revenue Budget

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	\$ 42,103	\$ 21,051	\$ 63,154	\$ 21,051	\$ 21,051	\$ 42,103	\$ 210,514
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 42,103	\$ 21,051	\$ 63,154	\$ 21,051	\$ 21,051	\$ 42,103	\$ 210,514

**Kern Council of Governments  
OVERALL WORK PROGRAM – FY 2023/2024  
Work Element # 603.1 - TRANSPORTATION SYSTEMS  
MONITORING AND COORDINATION**

**Purpose & Goal\***

To monitor and coordinate transportation planning, the transportation plan implementation process and management system requirements of the Federal transportation re-authorization bill.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Public Participation and Education, Federal Transportation Improvement Program, Performance Management and State of Good Repair.

**Previous Work**

1. 2018 Intelligent Transportation Systems Plan for the Kern Region – annual report.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Participate in transportation monitoring systems for projects funded in the FTIP through project status meetings with member agencies. (Responsible Agency: Kern COG).	June 30	10%
2	Provide technical assistance and transportation-related assistance to member agencies. (Responsible Agency: Kern COG).	June 30	10%
3	Analyze, update and integrate new population estimates and other demographic information to provide consistent population, economic and employment projections for a comprehensive areawide planning process. (Responsible Agency: Kern COG).	June 30	5%
4	Coordinate and cooperate with Caltrans Districts 6 and 9 in developing system planning studies. (Responsible Agency: Kern COG).	June 30	10%
5	Encourage and coordinate public involvement in transportation planning services at state, regional and local levels. (Responsible Agency: Kern COG).	June 30	5%
6	Coordinate regional transportation planning activities with local land use agencies and local system planning studies. (Responsible Agency: Kern COG).	June 30	5%
7	Monitor and coordinate the operational and physical continuity of the transportation system within the region with neighboring regions. (Responsible Agency: Kern COG).	June 30	5%
8	Monitor local planning activities for transportation related energy conservation measures that meet federal, state and local goals and objectives. (Responsible Agency: Kern COG).	June 30	5%
9	Continue to monitor and update proposed at-grade and grade-separated rail safety projects for Kern County. (Responsible Agency: Kern COG).	June 30	5%
10	Review each transportation proposal, short-range transit plan or social service requests to be included with or	June 30	5%

	measured against, the Regional Transportation Plan. (Responsible Agency: Kern COG).		
11	Monitor and review Intelligent Transportation Systems (ITS) activity at the federal, state, valley and local level. (Responsible Agency: Kern COG).	June 30	35%

## End Products (Schedule)

1. Project status meeting report. (June 2024 Kern COG TPPC meeting).
2. ITS database update. (As requested and approved by the Architecture Maintenance Committee – June 2024).

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$20,067									\$20,067	\$2,302	\$0	\$0	\$0
Consultant										\$0				
Total	\$20,067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,067	\$2,302	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS											TOTAL
	1	2	3	4	5	6	7	8	9	10	11	
FHWA PL	\$ 2,007	\$ 2,007	\$ 1,003	\$ 2,007	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 7,023	\$ 20,067
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,007	\$ 2,007	\$ 1,003	\$ 2,007	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 7,023	\$ 20,067

**Kern Council of Governments  
OVERALL WORK PROGRAM – FY 2023/2024  
Work Element # 603.2 – TRAFFIC COUNT PROGRAM**

**Purpose & Goal\***

Provide data to assess existing and planned transportation systems performance as required by the Clean Air Act; for transportation planning management system requirements of the federal Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) law; and to avoid duplication of traffic count effort among local jurisdictions.

\*Meets several Federal Planning Functions, Core Planning Functions including the Regional Transportation Plan, Performance Management and State of Good Repair.

**Previous Work**

1. Federally mandated Highway Performance Monitoring system (HPMS);
2. 1984-present, local agency traffic counts;
3. Annual transportation report;
4. Kern Regional Transportation Modeling Committee;
5. Kern COG regional transportation model calibration;
6. Monitor directional splits for calibration of the Kern COG peak hour model;
7. Predict commodity flow and freight movements;
8. Monitor speed data for posted speed limit change analysis;
9. Monitor recurring unsafe speed locations additional speed enforcement activity signalization safety improvement analysis;
10. Planning, design and construction of federal aid projects;
11. Apportionment or allocation of federal funds;
12. Air Quality, Environmental impact analysis;
13. Pavement maintenance, research and supporting the Strategic Highway Research Program (SHRP);
14. Upgraded traffic count website;
15. Develop a Bicycle and Pedestrian Monitoring Plan within the Regional Transportation Monitoring Plan;
16. Establish a Bicycle and Pedestrian Count Program, including a list of anticipated count locations;
17. Developed a regional traffic count program that includes counts in both incorporated and unincorporated disadvantaged communities.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Participate in the Highway Performance Monitoring system (HPMS) Program, including traffic counts on designated segments. Coordinate HPMS information into the Kern GeoNet system. (Responsible Agency: Kern COG).	June 30	5%
2	Oversee a Regional Traffic Count Program. (Responsible Agency: Consultant).	June 30	30%
3	Hold bi-monthly Kern Regional Transportation Modeling Committee meetings. (Responsible Agency: Kern COG).	Bi-monthly	10%

4	Oversee Regional Traffic Count Service contract and perform quality assurance testing for all deliverables. (Responsible Agency: Kern COG).	June 30	30%
5	Maintain a Regional Speed Survey program. (Responsible Agency: Kern COG).	June 30	5%
6	Conduct a bike census. Maintain a Bike and Pedestrian County website. (Responsible Agency: Consultant).	June 30	5%
7	Maintain and update traffic, bicycle and pedestrian count plan, ensuring adequate coverage of disadvantaged communities. (Responsible Agency: Kern COG).	June 30	10%
8	Coordinate the Disadvantaged Communities/Environmental Justice Mapping in Work Element 201.1 with the Bicycle and Pedestrian County Program. (Responsible Agency: Kern COG).	June 30	5%

### End Products (Schedule)

1. Annual HPMS Survey. (May 2022).
2. Annual traffic count resource. (June 2022).
3. Traffic, Bicycle and Pedestrian Count Program. (Consultant) (June 2022).
4. Traffic Count Website maintenance (Consultant) (June 2022).
5. Bicycle and Pedestrian Count Website maintenance (Consultant) (June 2022).

### Revenue Budget

AGENCY					FHWA					FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover					
Kern COG									\$ 7,888	\$ 7,888	\$ -	\$ -	\$ -	\$ -					
Consultant			\$ 79,677						\$ 15,029	\$ 94,706	\$ -								
Total	\$ -	\$ -	\$ 79,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,917	\$ 102,594	\$ -	\$ -	\$ -	\$ -					

### Funding by Task

SOURCE	TASKS								TOTAL
	1	2	3	4	5	6	7	8	
FHWA RSTP	\$ 3,984	\$ 23,903	\$ 7,968	\$ 23,903	\$ 3,984	\$ 3,984	\$ 7,968	\$ 3,984	\$ 79,677
Local	\$ 1,146	\$ 6,875	\$ 2,292	\$ 6,875	\$ 1,146	\$ 1,146	\$ 2,292	\$ 1,146	\$ 22,917
TOTAL	\$ 5,130	\$ 30,778	\$ 10,259	\$ 30,778	\$ 5,130	\$ 5,130	\$ 10,259	\$ 5,130	\$ 102,594

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 603.3 – MOBILITY INNOVATIONS AND INCENTIVES**

**Purpose & Goal\***

To promote advanced transportation technologies in public and private fleets and infrastructure operations throughout the Kern region to reduce emissions, promote sustainable travel modes and maximize system efficiency. Provides a more sustainable, efficient transportation system through innovation.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Performance Management.

**Previous Work**

1. Project delivery, grant research, and write grants;
2. 2013-2023 San Joaquin Valley Electric Vehicle Partnership member;
3. 2013-2023 San Joaquin Valley Natural Gas Partnership member;
4. 2016-2022 National Drive Electric Week and Media Campaigns;
5. 2018-2020; 2022-2023 TRANSITions Transit Symposium;
6. 2021 TRANSITions Webinar Series;
7. 2021-2022 First Responder Training Workshops;
8. 2022 Regional Transportation Plan (and 2018).

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Host or sponsor public workshops on mobility innovations, funding resources, or technician training with consideration for DACs. (Responsible Agency: Kern COG).	June 30	20%
2	Meet with member agencies and other public agencies to determine interest in shared mobility options, alternative fuel vehicles and fueling or charging infrastructure, and FAST Alternative Fuel Corridor designations. (Responsible Agency: Kern COG).	June 30	5%
3	Attend the Advanced Clean Transportation Expo (May 2024), the NorCal Clean Tech Forum or other related conferences either in person or online. (Responsible Agency: Kern COG).	June 30	10%
4	Coordinate, host, sponsor and participate in local activities to support the development of zero emission vehicle market or infrastructure. Partner with local agencies as appropriate, attend meetings, and workshops with consideration for DACs. (Responsible Agency: Kern COG).	June 30	40%
5	Promote mobility innovations, alternative fuel vehicles and infrastructure activities and events through media releases, paid public awareness campaigns, and public outreach. (Responsible Agency: Kern COG).	June 30	25%

**End Products (Schedule)**

1. Project status reports (July, October, January, April) (PPM)
2. Advertising and marketing materials. (June) (Local) WE 1001.1
3. National Drive Electric Week (October) (PPM)

4. TRANSITions Transit Symposium materials (June) (PPM)
5. Public EV Charging Station events or training workshops (June)(Local)
6. Conference, meeting and workshop participation (June) (Local)
7. One public Medium- and Heavy-Duty Zero Emission workshop (June) (PPM)

## Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$23,414									\$23,414	\$2,686	\$0	\$0	\$0
Consultant	\$35,000									\$35,000	\$4,015			
Total	\$58,414	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,414	\$6,700	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
FHWA PL	\$ 11,683	\$ 2,921	\$ 5,841	\$ 23,366	\$ 14,604	\$ 58,414
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,683	\$ 2,921	\$ 5,841	\$ 23,366	\$ 14,604	\$ 58,414



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 603.4 – KERN ELECTRIC VEHICLE (EV) READINESS BLUEPRINT**

**Purpose & Goal\***

The goal of this program is to implement the 2019 Kern Electric Vehicle Charging Station Blueprint developed to place Kern County on a pathway to achieve its 2018 Regional Transportation Plan and Sustainable Communities Strategy greenhouse gas emission reduction goals at an accelerated rate through high-impact transportation electrification projects.

\*Meets several Federal Planning Factors and Performance Management.

**Previous Work**

1. 2018 and 2022 Regional Transportation Plan;
2. 2016 – Present Electric vehicle charging space inventory;
3. 2019 EV Charging Station Blueprint and Toolkits;
4. California Energy Commission Solicitation GFO-19-603 EV Ready Communities Funding agreement and amendment ARV-20-0101 (April 2021/June 2022).

**Study Design (Tasks & Responsible Agency)**

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction technologies. According to the CalEnviroScreen, 81-90% of the County qualifies as Disadvantaged Area Communities (DACs). DACs generally lack private investment and a capacity to develop clean transportation projects. Nonprofits and governments are overwhelmed and capital-restrained in their efforts to support emission reduction efforts. Kern COG applied for, and in January 2021 was awarded funding from the California Energy Commission (CEC) to implement the 2019 Kern EV Charging Station Blueprint. In September 2021, the CEC issued a new Notice of Proposed Award, increasing funding to Kern COG. The agreement between Kern COG and the CEC extends to April 2024. Major Partners (receiving more than \$100,000) will be responsible for implementing some of the tasks as indicated below.

The project will address implementation strategies under three goals identified in the Blueprint and encompass (1) the installation of EV Charging Stations in High Impact locations and elsewhere in Kern County, (2) through the purchase of a BEAM EV ARC and two Level 2 Charging stations, support EV and EV Infrastructure workforce development through the Bakersfield College Automotive Technology Program, creating pathways to higher education and technical careers (3) support expansion of MioCar electric carsharing operations in Kern County, (4) purchase and pilot eBikes in Kern County DACs, (5) increase public awareness, and (6) collect and analyze data. This effort complements public education and outreach efforts under Mobility Innovations Work Elements 203.3A and 603.3.

Task #	Task	Completion Date	% of Effort
1	Site hosts submit monthly or quarterly project status reports for Kern COG to aggregate into a report no less than quarterly to the California Energy Commission (CEC).	June 30	10%

2	Electric Vehicle Charging Station Installation by Site Hosts. Kern COG shares project status and documents with the CEC no less than quarterly.	June 30	5%
3	Workforce Development: Kern Community College District is responsible for Implementation. Install charging stations to support new course offerings in Automotive Technology Training on campus, or at a regional training center.	June 30	20%
4	Miocar Electric Carshare Program will install two level 2 charging stations in east Kern County. Miocar will acquire vehicles, install telematics, create an outreach plan and launch operations.	June 30	20%
5	Outreach and Program Management consultants will provide services to the program	June 30	20%
6	2024 Update to the 2019 EV Charging Station Blueprint	June 30	20%
7	Conduct Electric Bike Pilot Program throughout Kern County.	June 30	5%

## End Products (Schedule)

1. Project Status Reports to the California Energy Commission (July, October, January, April).
2. Photographs of charging stations and students at Kern Community College District Automotive Training and Technology Center(s) (June).
3. Photographs of Miocar vehicles at new Kern County locations (June).
4. Consultant progress reports (June).
5. Electric Bikes Pilot progress report (June).

## Revenue Budget

AGENCY					FHWA		FTA		TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	FY 23-24 SB-1	CEC	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG								\$ 102,134		\$ 102,134	\$ -	\$ -	\$ -	\$ -
Consultant								\$1,035,610		\$1,035,610				
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,137,744	\$ -	\$1,137,744	\$ -	\$ -	\$ -	\$ -

## Funding by Task

SOURCE	1	2	3	4	5	6	7	TOTAL
CEC	\$ 113,774	\$ 56,887	\$ 227,549	\$ 227,549	\$ 227,549	\$ 227,549	\$ 56,887	\$ 1,137,744
TOTAL	\$ 113,774	\$ 56,887	\$ 227,549	\$ 227,549	\$ 227,549	\$ 227,549	\$ 56,887	\$ 1,137,744

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 604.1 – REGIONAL TRAVEL DEMAND MODEL MAINTENANCE**

**Purpose & Goal\***

To develop and maintain the regional travel demand model. The maintenance of the regional travel demand model will ensure Kern COG has updated travel data and projections that will inform decision-making and the RTP. This activity will include a consultant contract for the purposes of maintaining the model. All modeling assumptions will be coordinated with Kern COG's Regional Planning Advisory Committee.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, air quality planning and Performance Management.

**Previous Work**

1. Acquired training, computer software and hardware for Regional Transportation Model;
2. Maintained travel/transit networks, model scripts and planning assumptions in support of modeling for Federal Air Quality Conformity, Regional Transportation Planning and Programming, Environmental Analysis, Cumulative effects analysis, impact fee analysis;
3. Transportation investment studies for transit and multiple occupancy vehicle use.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Maintain TAZ boundaries as needed (model maintenance). (Responsible Party: Kern COG).	June 30	5%
2	Maintain transit network in Cube (model maintenance). (Responsible Agency: Kern COG).	June 30	10%
3	Maintain transit access file using GIS (model maintenance). (Responsible Agency: Kern COG).	June 30	10%
4	Calibrate & validate outlying communities in Cube model to base year 2019/2020 (model maintenance). (Responsible Agency: Kern COG).	June 30	20%
5	Develop Milestone years to check for reasonableness. (Responsible Agency: Kern COG).	June 30	20%
6	Bring network and modeling assumptions for the base (existing and future (2050) years into conformance with existing general plans and assumptions (model maintenance). (Responsible Agency: Kern COG).	June 30	5%
7	Conduct Title VI environmental justice analysis of the short-range program and long-range plans to evaluate and determine transportation impacts. (Responsible Agency: Kern COG).	June 30	5%
8	Coordinate modeling assumptions and cumulative effect modeling through Regional Planning Advisory Committee. (Responsible Agency: Kern COG).	June 30	5%
9	Conform model for various years requested by ARB through 2050. (Responsible Agency: Kern COG).	June 30	20%
	Note: Model maintenance performed by Kern COG with occasional assistance from consultant as needed.		

## End Products (Schedule)

1. Regional Planning Advisory Committee Agendas and Minutes (at least quarterly).
2. Model maintenance: updated networks, scripts, and inputs of transportation model (ongoing).
3. Environmental Justice Analysis Report (June 2024).
4. Develop future year model output (June 2024).
5. Model maintenance contract and support (Ongoing) (Consultant).

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$245,048									\$245,048	\$28,107	\$0	\$0	\$0
Consultant	\$55,000									\$55,000	\$6,309			
Total	\$300,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,048	\$34,416	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
FHWA PL	\$ 15,002	\$ 30,005	\$ 30,005	\$ 60,010	\$ 60,010	\$ 15,002	\$ 15,002	\$ 15,002	\$ 60,010	\$ 300,048
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,002	\$ 30,005	\$ 30,005	\$ 60,010	\$ 60,010	\$ 15,002	\$ 15,002	\$ 15,002	\$ 60,010	\$ 300,048

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 604.2 – REGIONAL GROWTH FORECAST MODEL**  
**DATA & ANALYSIS**

**Purpose & Goal**

Provide growth forecast information to develop and maintain the regional travel demand model. Provides for data gathering and analysis to promote a more safe, sustainable, integrated and efficient transportation system to enhance the region's economy, health and livability.

**Previous Work**

1. Regional Growth Forecast Update 2020-2050 (March 2020);
2. Draft Regional Statistical Area distribution of Growth Forecast (Fall 2020);
3. Acquired land use modeling software support for growth forecast distribution (Dec 2020);
4. Updated employment data to 2020 base year (March 2021);
5. Updated household data to 2020 base year (Sept 2021);
6. Updated TAZ data of growth forecast (Fall 2022);
7. Status and Modeling Report FY21-22 (June 2023).

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Increase number of TAZs as needed. (Responsible Agency: Kern COG).	June 30	5%
2	Kern Regional Growth Forecast 2024-2050. (Responsible Agency: Kern COG, Consultant)	June 30	35%
3	Coordinate modeling assumptions through Regional Transportation Modeling Committee/Regional Planning Advisory Committee. (Responsible Agency: Kern COG).	June 30	5%
4	Refine and update UPLAN land-use model for distribution of regional growth forecast. (Responsible Agency: Kern COG).	June 30	25%
5	Develop updated land use modeling software tool for redistribution of regional growth forecast. (Responsible Agency: Kern COG, Consultant).	June 30	30%

**End Products (Schedule)**

1. Regional Growth Forecast 2024-2050 (Spring 2024).
2. Status and modeling report FY23-24 (June 2024).

## Revenue Budget

AGENCY	FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local	PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$70,835									\$70,835	\$8,125	\$0	\$0
Consultant	\$55,000									\$55,000	\$6,309		
Total	\$125,835	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,835	\$14,433	\$0	\$0

## Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
FHWA PL	\$ 6,292	\$ 44,042	\$ 6,292	\$ 31,459	\$ 37,751	\$ 125,835
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,292	\$ 44,042	\$ 6,292	\$ 31,459	\$ 37,751	\$ 125,835

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 604.3 – REGIONAL TRAVEL DEMAND MODEL ANALYSIS**

**Purpose & Goal\***

Kern COG's transportation model assists in regional transportation and land use planning decisions. Provides for data gathering and analysis to promote a safer, sustainable, integrated and efficient transportation system to enhance the region's economy, health and livability.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Federal Transportation Improvement Program, air quality conformity, Performance Management and State of Good Repair.

**Previous Work**

1. Amazon Site Study;
2. Westside Parkway Highway Study;
3. Metro Bakersfield Land Use/Circulation Plan;
4. Morning Drive Corridor Study;
5. Route 58 Study;
6. GET Public Transportation Study;
7. GET Metropolitan Transportation Investment Strategy;
8. Downtown Delano Study;
9. SE Kern Transportation Study Tier I EIR specific requests;
10. MIP 2 Travel Model Development Report;
11. Cube Land integrated land use and transportation model pilot project;
12. Centennial Corridor Study;
13. Wasco High Speed Rail Impact Study;
14. Delano Transit Study;
15. Modeling support for Phase 1 of the Kern Area Regional Goods-Movement Operations Study (KARGO);
16. Kern County Base Year 2020 model.

**Study Design (Tasks and Responsible Agencies)**

Task #	Task	Completion Date	% of Effort
1	Provide modeling/support for regional transportation decision-making, air quality conformity modeling, local transportation impact fees and regional and member agency requested corridor studies. (Responsible Agency: Kern COG).	June 30	40%
2	Conduct Title VI environmental justice analysis of the short-range program and long-range plans to evaluate and determine transportation impacts. (Responsible Agency: Kern COG).	June 30	10%
3	Maintain airport ground access routes in the travel demand model. (Responsible Agency: Kern COG).	June 30	10%
4	Participate in San Joaquin Valley Model Improvement Program. (Responsible Agency: Kern COG).	June 30	10%
5	Assess the intermodal feasibility of proposed aviation, highway, public transit, goods movement and non-motorized projects.	June 30	10%

	Continue to monitor and update proposed at-grade and grade-separated rail safety projects. (Responsible Agency: Kern COG).		
6	Identify short- and long-range strategies and actions to meet projected demands. (Responsible Agency: Kern COG).	June 30	10%
7	Provide oversight for modeling support contracts. (Responsible Agency: Kern COG).	June 30	10%

### End Products (Schedule)

1. Model support for regional air quality conformity analysis and amendments 2022 RTP (quarterly).
2. Modeling to support development of local transportation impact fees. (annually)
3. Transportation modeling (monthly).
4. Modeling to support development of the Sustainable Communities Strategy (monthly).

### Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$19,529									\$19,529	\$2,240	\$0	\$0	\$0
Consultant										\$0				
Total	\$19,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,529	\$2,240	\$0	\$0	\$0

### Funding by Task

SOURCE	TASKS							TOTAL
	1	2	3	4	5	6	7	
FHWA PL	\$ 7,812	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 19,529
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 7,812	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 19,529



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 605.1 - CORRIDOR/MAJOR INVESTMENT/IMPACT STUDIES**

**Purpose & Goal\***

To study transportation corridors, interchanges and proposed roadway system improvements throughout the region.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Federal Transportation Improvement Program, Performance Management and State of Good Repair.

**Previous Work**

1. Web-based regional traffic-count historical analysis;
2. Technical analysis and background supporting Regional Transportation Plan environmental documents.

**Study Design (Tasks & Responsible Agency)**

<b>Task #</b>	<b>Task</b>	<b>Completion Date</b>	<b>% of Effort</b>
1	Analyze traffic count data. (Responsible Agency: Kern COG)	June 30	55%
2	Conduct detailed roadway analyses in areas affected by planned developments, increasing traffic congestion and impacts on air quality. (Responsible Agency: Kern COG)	June 30	5%
3	Provide technical assistance to local agencies upon request. (Responsible Party: Kern COG)	June 30	5%
4	Assist Caltrans Districts 6 and 9 with system planning activities. (Responsible Agency: Kern COG)	June 30	5%
5	Assess the intermodal feasibility of proposed transportation projects, strategies and actions. (Responsible Agency: Kern COG)	June 30	5%
6	Identify corridor and subarea studies to support decisions on the design concepts and scope of proposed major transportation investments. (Responsible Agency: Kern COG)	June 30	5%
7	Ensure the Title VI, environmental justice criteria is applied to all corridor plans. (Responsible Agency: Kern COG)	June 30	5%
8	Attend Advisory Committee Transportation Concept Report meetings to provide direction and comment on Corridor Management Plans. (Responsible Agency: Kern COG)	June 30	5%
9	Work with local agencies and Caltrans to better coordinate CEQA and NEPA during transportation project development in the regional transportation planning process. (Responsible Agency: Kern COG)	June 30	5%
10	Coordinate corridor and roadway system improvements with representatives from Department of Defense on infrastructure and connectivity needs for the Strategic Highway Network (STRAHNET). Coordinated with the Federal Land Management Agency on infrastructure and connectivity needs	June 30	5%

	related to access routes and other public roads and transportation services that connect to Federal lands.(Responsible Agency: Kern COG).		
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### End Products (Schedule)

1. Web-based regional traffic-count historical analysis. (June 2022).
2. Technical analysis and background supporting Regional Transportation Plan environmental documents. (June 2022).

### Revenue Budget

AGENCY		FHWA			FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$9,094									\$9,094	\$1,043	\$0	\$0	\$0
Consultant										\$0				
Total	\$9,094	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,094	\$1,043	\$0	\$0	\$0

### Funding by Task

SOURCE	TASKS										TOTAL
	1	2	3	4	5	6	7	8	9	10	
FHWA PL	\$ 5,002	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 9,094
TOTAL	\$ 5,002	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 9,094

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element #606.1 – TRANSIT, AVIATION AND PASSENGER RAIL PLANNING**

**Purpose & Goal\***

To provide comprehensive short and long-range transit planning for the Kern region while improving safety and security for all public transportation riders and airport users.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, Performance Management, and State of Good Repair.

**Previous Work**

1. Low-Carbon Transit Operations Program of Projects (2023);
2. 2019 implemented MioCar Implementation Plan;
3. 2017 Active Transportation Plan including Transit Infrastructure Recommendations;
4. Kern County Rural Alternative Transportation plan (2020);
5. State of Good Repair Program of Projects (2023).

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Work with Golden Empire Transit District to address service planning, ADA compliance, and services for the elderly and disabled. (Responsible Agency: Kern COG).	June 30	10%
2	Coordinate short and long-range transit and land-use planning efforts for getting Kern County and member cities in the TIP process. (Responsible Agency: Kern COG).	June 30	10%
3	Monitor and/or conduct public workshops to identify local transportation issues, transportation options, recommended actions, and implementation programs. (Responsible Agency: Kern COG).	June 30	10%
4	Identify corridor and subarea studies to be performed. (Responsible Agency: Kern COG).	June 30	5%
5	Implement Kern COG's Low-Carbon Transit Operations Program (LCTOP) and State of Good Repair (SGR) Program. (Responsible Agency: Kern COG).	July	5%
6	Implement Kern COG's Federal Transit Administration's 5310 and 5311 Grant Programs. (Responsible Agency: Kern COG).	June 30	10%
7	Provide technical assistance to transit providers in transit planning, marketing, coordination, and other related issues and conduct quarterly transit operator meetings. (Responsible Agency: Kern COG).	June 30	10%
8	Analyze, identify, and recommend improvements in the transit system to better serve people in transition from welfare to work. (Responsible Agency: Kern COG).	June 30	5%
9	Ensure that environmental justice criteria are applied to transit plans. (Responsible Agency: Kern COG).	June 30	5%
10	Assess the need for tribal and farm-worker transportation, including vanpools, in Kern County. (Responsible Agency: Kern COG).	June 30	5%
11	Review Transit Security Plan annually and update as required. (Responsible Agency: Kern COG).	June 30	5%

12	Attend countywide Transit Security and Emergency Management meetings. (Responsible Agency: Kern COG).	June 30	5%
13	Monitor Kern County airport planning efforts and assist with Kern County airport master plan updates when appropriate. (Responsible Agency: Kern COG).	June 30	5%
14	Monitor all passenger rail planning activities within Kern County as appropriate and participate as required. (Responsible Agency: Kern COG).	June 30	5%
15	Coordinate tasks with Work element 608.1 Active Transportation Planning. (Responsible Agency: Kern COG).	June 30	5%

## End Products (Schedule)

1. Caltrans State of Good Repair annual Program of Projects (June 2024).
2. Federal Transit Administration (5310 & 5311) annual Program of Projects (June 2024).
3. Caltrans Low Carbon Transit Operators Program (LCTOP) annual Program of Projects (June 2024).
4. Transit Operator Meeting Agendas (December 2023, June 2024).
5. Program staff time for updating Transit Security Plan (June 2024).

## Revenue Budget

AGENCY		FHWA		FTA						TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$105,011				\$105,011					\$210,022	\$12,045	\$0	\$12,045	\$0
Consultant										\$0				
Total	\$105,011	\$0	\$0	\$0	\$105,011	\$0	\$0	\$0	\$0	\$210,022	\$12,045	\$0	\$12,045	\$0

## Funding by Task

SOURCE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
FHWA PL	\$ 10,501	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 105,011
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FTA 5303	\$ 10,501	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 105,011
FTA 5303 C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 21,002	\$ 21,002	\$ 21,002	\$ 10,501	\$ 10,501	\$ 21,002	\$ 21,002	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 210,022

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023-24**  
**Work Element # 606.5 – Metropolitan Bakersfield Long-Range**  
**Transportation Plan Update**

### Purpose & Goal

The Metropolitan Bakersfield Long-Range Transportation Plan Update will provide analysis as to when Golden Empire Transit District should implement a bus rapid transit system for routes 21, 22, and other routes.

### Previous Work

1. Kern County Rural Alternative Transportation Plan (2020);
2. Coordinated Human Services Transportation Plan Update (2018);
3. Kern Rural Alternative Transportation Plan (2020).

### Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% Of Effort
1	Metropolitan Bakersfield Long-Range Transportation Plan Draft existing conditions and analysis (Consultant).	June 30	100%

### End Products

1. Metropolitan Bakersfield Long-Range Transportation Plan Draft existing conditions and analysis report (June).

### Revenue Budget

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5304	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG					\$7,852				\$1,256	\$9,108	\$0		\$0	\$901	\$0
Consultant					\$292,148				\$46,713	\$338,861					
Total	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$47,969	\$347,969	\$0	\$0	\$0	\$901	\$0

### Funding by Task

SOURCE	TASKS	TOTAL
	1	
FTA 5304	\$ 300,000	\$ 300,000
Local	\$ 47,969	\$ 47,969
TOTAL	\$ 347,969	\$ 347,969

**Kern Council of Governments  
OVERALL WORK PROGRAM – FY 2023/2024  
Work Element # 608.1 – ACTIVE TRANSPORTATION AND COMPLETE STREETS  
PROGRAM**

**Purpose & Goal\***

To conduct complete streets planning studies for non-motorized and pedestrian transportation facilities that encourage non-motorized transportation modes of transportation as a viable, safe, and economical alternative to motorized travel within Kern County.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation and Plan Public Participation and Education and Performance Management.

**Previous Work**

1. Low-Stress High-Speed Rail Bike Connectivity Plan (2020);
2. The 2017 Regional Active Transportation Plan will be updated as needed and consider the state "Toward an Active California State Bicycle Pedestrian Plan" finalized in April 2017;
3. 2017 Kern Regional Active Transportation Plan;
4. 2017 Active Transportation Plan with complete Street Project Recommendations.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Review existing bicycle plans from member agencies. (Responsible Agency: Kern COG).	June 30	20%
2	Review and select bicycle and pedestrian projects under California's Active Transportation Program. (Responsible Agency: Kern COG).	June 30	20%
3	Coordinate local bike and pedestrian planning with the California State Bicycle and Pedestrian Plan. (Responsible Agency: Kern COG).	June 30	10%
4	Monitor construction for planned facilities and develop facilities mapping. (Responsible Agency: Kern COG).	June 30	10%
5	Receive comments and suggestions regarding route selection and facility construction priority scheduling from the Transportation Technical Advisory Committee. (Responsible Agency: Kern COG).	June 30	10%
6	Submit plans for public review, receive and respond to public comments. (Responsible Agency: Kern COG).	June 30	10%
7	Consultation with tribal governments and environmental justice/disadvantaged communities for the Kern County Active Transportation Plan. (Responsible Agency: Kern COG).	June 30	10%
8	Analyze bicycle traffic count program data. (Responsible Agency: Kern COG).	June 30	5%
9	Incorporate transit planning considerations in coordinating bicycle and pedestrian planning. (Responsible Agency: Kern COG).	June 30	5%

## End Products (Schedule)

1. Active transportation facilities maps/lists updates for Draft RTP (4-year cycle, December).
2. Annual report for ATP project delivery (June 2024).

## Revenue Budget

AGENCY					FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	CARB	STIP PFM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$ 52,042						\$ 17,924			\$ 69,966	\$ 5,969	\$ -	\$ -	\$ -
Consultant										\$ -				
Total	\$ 52,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,924	\$ -	\$ -	\$ 69,966	\$ 5,969	\$ -	\$ -	\$ -

## Funding by Task

SOURCE	TASKS									TOTAL	
	1	2	3	4	5	6	7	8	9		
FHWA PL	\$ 10,408	\$ 10,408	\$ 5,204	\$ 5,204	\$ 5,204	\$ 5,204	\$ 5,204	\$ 2,602	\$ 2,602	\$ 52,042	
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CARB	\$ 3,585	\$ 3,585	\$ 1,792	\$ 1,792	\$ 1,792	\$ 1,792	\$ 1,792	\$ 896	\$ 896	\$ 17,924	
TOTAL	\$ 13,993	\$ 13,993	\$ 6,997	\$ 6,997	\$ 6,997	\$ 6,997	\$ 6,997	\$ 3,498	\$ 3,498	\$ 69,966	

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 608.2: Safe Routes for Bicyclists in Disadvantaged Communities**

**Purpose & Goal**

The Purpose of the Safe Routes for Bicyclists in Kern County's Disadvantaged Communities (DACs) is to increase active bicycle transportation through a program that raises confidence in cyclists and improves safety along bike routes. The program facilitates the planning, development and implementation of activities that increase bike ridership in Disadvantaged Communities throughout Kern County as identified by scores above 34.0 in CalEnviroscreen 3.0 to improve safety and air quality, as well as to reduce traffic and fuel consumption.

**Previous Work**

1. 2022-2023 Safe Routes for Cyclists ATP Cycle 5 agreement implemented;
2. 2021-2022 Safe Routes for Cyclists ATP Cycle 5 agreement executed and implementation initiated.

**Study Design (Tasks and Responsible Agencies)**

The primary basis for the program is the fact that for individuals to become more-active cyclists, they must be made to feel safe. Kern COG identified four goals for the program that relate to Encouragement, Education, Evaluation and Equity. Each goal has several strategies identified and some objectives under each strategy. A consultant was hired to manage the project and carry out the strategies and objectives. Some of the objectives are mandatory, such as the number of workshops to be held, hosting stakeholder listening sessions, provide bike maintenance training and evaluating/reporting local roadway deficiencies. The project activities may take place in the cities of Arvin, Bakersfield, California City, Delano, McFarland, Shafter, Taft, and Wasco and the Kern County communities of Buttonwillow, Lamont, Lost Hills, Maricopa, and Wofford Heights. The project term extends 36 months to October 2024.

Task #	Task	Completion Date	% of Effort
1a	Administer the grant, meet with the consultant, prepare reports and invoices. (Responsible Agencies: Kern COG and state agencies).	June 30	20%
1b	Consultant manages the program, staff, reports and invoices. (Responsible Agency: Consultant).		
2	Kern COG completes "After" Count. (Responsible Agency: Kern COG and Consultant).	June 30	2%
3a	Convene equity stakeholder meetings in 13 Disadvantaged Communities (DACs) and report. (Responsible Agency: Consultant).	June 30	15%
3b	Convene equity stakeholder bike rides in 13 DACs and report. (Responsible Agency: Consultant).		
4a	Educate: Monthly Community Outreach. (Responsible Agency: Consultant).	June 30	55%



4b	Educate: Skill Clinics in 13 DACs. (Responsible Agency: Consultant).		
4c	Educate: Maintenance Clinics in up to 13 DACs. (Responsible Agency: Consultant).		
4d	Educate: Media Releases, Local stakeholder-planned activities, monthly bike rides. (Responsible Agency: Consultant).		
5a	Encourage: Conduct activities based on Equity. (Responsible Agency: Consultant).	June 30	8%
5b	Stakeholder Input. (Responsible Agency: Consultant).		
5c	Encourage: Blogs, Social Media posts, other outreach. (Responsible Agency: Consultant).		
5d	Encourage: Final Report and Media Release. (Responsible Agency: Kern COG).		

### End Products (Schedule)

1. Kern COG Reports and Invoices (July 2023, October 2023, January 2024, April 2024).
2. Consultant Reports and Invoices (July 2023, October 2023, January 2024, April 2024).
3. Report of "After" count results (June 2024).

### Revenue Budget

AGENCY					FHWA		FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	ATP	STIP PPM	Local				PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG							\$ 74,499		\$ 3,201	\$ 77,700			\$ -	\$ -	\$ -	\$ -
Consultant							\$ 283,854		\$ 12,198	\$ 296,052						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,353	\$ -	\$ 15,399	\$ 373,752			\$ -	\$ -	\$ -	\$ -

### Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
ATP	\$ 71,671	\$ 7,167	\$ 53,753	\$ 197,094	\$ 28,668	\$ 358,353
Local	\$ 3,080	\$ 308	\$ 2,310	\$ 8,469	\$ 1,232	\$ 15,399
TOTAL	\$ 74,750	\$ 7,475	\$ 56,063	\$ 205,564	\$ 29,900	\$ 373,752

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 609.1 – TRANSPORTATION DEMAND MANAGEMENT**

**Purpose & Goal\***

To produce a Transportation Demand Management (TDM) Program that encourages alternatives to single occupant vehicle commuting and shared use mobility throughout Kern County.

\*Meets several Federal Planning Factors, Core Planning Functions including Public Participation and Education and Performance Management.

**Previous Work**

1. Rideshare Week 2006-2022;
2. Clean Air Month, Bike Month and Rideshare Week promotion and coordination;
3. Presentations to employers, community groups and schools;
4. Assistance to employers in developing rideshare programs;
5. Update and maintenance of ride match database;
6. Vanpool, bus, telework, pedestrian and bicycling promotion;
7. Park-and-ride facility development;
8. Guaranteed Ride Home program management;
9. Webinar partnerships to assist employers with telecommuting during COVID-19 pandemic;
10. Updated CommuteKern.org's website.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Provide TDM outreach services (called CommuteKern) to individuals, employers and educational institutions. Service includes training, education and working with Employee Transportation Incentive Program (eTRIP) Coordinators. (Responsible Agency: Kern COG).	June 30	30%
2	Provide ride matching, vanpool management, GIS maps of transit routes, and mile tracking services via ride matching software. (Responsible Agency: Kern COG).	June 30	15%
3	Respond to inquiries related to alternate forms of commuting. (Responsible Agency: Kern COG).	June 30	3%
4	Develop and distribute TDM promotional items and materials. (Responsible Agency: Kern COG).	Monthly	5%
5	Coordinate local activities for California Rideshare Week, Clean Air Month, Bike Month and other special promotional events. Partner with local agencies as appropriate. (Responsible Agency: Kern COG).	October/May	20%
6	Maintain and enhance Kern COG's Rideshare website, <a href="http://www.CommuteKern.org">www.CommuteKern.org</a> . (Responsible Agency: Kern COG).	June 30	5%
7	Promote CommuteKern services and events through media releases, advertising, social media and public outreach. (Responsible Agency: Kern COG).	June 30	15%
8	Create and distribute monthly electronic newsletter to eTRIP Coordinators. (Responsible Agency: Kern COG).	Monthly	5%

9	Support efforts to expand park-and-ride capacity throughout Kern County through planning, outreach and response to requests for assistance. (Responsible Agency: Kern COG).	June 30	2%
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### End Products (Schedule)

1. Advertising and marketing materials. (bimonthly).
2. Website [www.CommuteKern.org](http://www.CommuteKern.org). and Ridematching software (annually) (Consultant).
3. Rideshare Week (October 2023).
4. TDM Outreach and promotions highlighting company employees who rideshare (monthly).
5. Clean Air & Bike Months (May 2024).
6. Electronic newsletter and email blasts (monthly).
7. Employer Trip Reduction Incentive Program (eTRIP) Coordinator Meetings (quarterly).
8. Employer rideshare events/updates (monthly).

### Revenue Budget

AGENCY				FHWA				FTA						TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover				
Kern COG				\$ 195,922					\$ 25,384	\$ 221,306		\$ -	\$ -	\$ -	\$ -				
Consultant				\$ 44,265					\$ 5,735	\$ 50,000									
Total	\$ -	\$ -	\$ -	\$ 240,187	\$ -	\$ -	\$ -	\$ -	\$ 31,119	\$ 271,306		\$ -	\$ -	\$ -	\$ -				

### Funding by Task

SOURCE	1	2	3	4	5	6	7	8	9	TOTAL
FHWA CMAQ	\$ 72,056	\$ 36,028	\$ 7,206	\$ 12,009	\$ 48,037	\$ 12,009	\$ 36,028	\$ 12,009	\$ 4,804	\$ 240,187
Local	\$ 9,336	\$ 4,668	\$ 934	\$ 1,556	\$ 6,224	\$ 1,556	\$ 4,668	\$ 1,556	\$ 622	\$ 31,119
TOTAL	\$ 81,392	\$ 40,696	\$ 8,139	\$ 13,565	\$ 54,261	\$ 13,565	\$ 40,696	\$ 13,565	\$ 5,426	\$ 271,306

**Kern Council of Governments  
OVERALL WORK PROGRAM – FY 2023/2024  
Work Element # 610.1 – FREIGHT PLANNING**

**Purpose & Goal\***

Facilitate commercial vehicle operations (CVO) and interregional freight movement to ensure representation from all modes of the freight industry.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program and air quality planning, Performance Management and State of Good Repair.

**Previous Work**

1. KARGO Phase II Study (2023);
2. Kern Area Regional Goods-Movement Operations (KARGO) Phase I Study (2021);
3. The Eastern Sierra Freight Corridor Study (2019);
4. South Central Valley Freight Hub Brochure (2018);
5. San Joaquin Valley (SJV) Goods Movement Sustainable Implementation Plan (June 2017);
6. SJV Interstate 5 Corridor Study. (June 2017);
7. SJV Interregional Goods Movement Plan (March 2013).

**Study Design (Tasks & Responsible Agency)**

Task#	Task	Completion Date	% of Effort
1	Contact other agencies involved in freight programs for review and application to Kern County. (Responsible Agency: Kern COG).	June 30	20%
2	Coordinate with Caltrans on further statewide truck travel studies. (Responsible Agency: Kern COG).	June 30	20%
3	Coordinate with Caltrans and FHWA on development of the primary freight network. (Responsible Agency: Kern COG).	June 30	10%
4	Coordinate with SJV COGs on Goods Movement Planning. (Responsible Agency: Kern COG).	June 30	10%
5	Coordinate with other ongoing studies such as State Freight Plan Development. (Responsible Agency: Kern COG).	June 30	10%
6	Participate in Statewide Coordination Process to designate Critical Urban and Critical Rural Freight Corridors. (Responsible Agency: Kern COG).	June 30	7%
7	Analyze future use of short-line rail for goods movement. (Responsible Agency: Kern COG).	June 30	7%
8	Prioritize safety improvements for goods movement along railroads. (Responsible Agency: Kern COG).	June 30	6%
9	Evaluate goods movement and truck study data to propose improvement projects for freight movement and connectivity, e.g. truck lanes, off-ramp improvements etc. (Responsible Agency: Kern COG).	June 30	5%
10	Perform truck model evaluation. (Responsible Agency: Kern COG).	June 30	5%

## End Products (Schedule)

1. Goods Movement Presentation (23-24).
2. Valley Goods Movement Meeting (23-24).

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$39,820									\$39,820	\$4,567	\$0	\$0	\$0
Consultant										\$0				
Total	\$39,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,820	\$4,567	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS										TOTAL
	1	2	3	4	5	6	7	8	9	10	
FHWA PL	\$ 7,964	\$ 7,964	\$ 3,982	\$ 3,982	\$ 3,982	\$ 2,787	\$ 2,787	\$ 2,389	\$ 1,991	\$ 1,991	\$ 39,820
TOTAL	\$ 7,964	\$ 7,964	\$ 3,982	\$ 3,982	\$ 3,982	\$ 2,787	\$ 2,787	\$ 2,389	\$ 1,991	\$ 1,991	\$ 39,820

## **700 RECREATION AND OPEN SPACE**

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Planning for recreational opportunities and open space is an integral part of the regional planning process, with particular emphasis on housing, environmental and transportation issues. The non-motorized element of the Regional Transportation Plan addresses recreational aspects of bicycling and pedestrian circulation.

No projects are programmed in FY 2023-2024.

## **800 EDUCATION**

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Continuing education is an important aspect of the planning profession in order to facilitate effective responses to changing community needs and desires. Kern COG encourages staff members to take advantage of available education opportunities. Kern COG also encourages staff members to make full use of FHWA, FTA and other public agency sponsored workshops and training courses.

Professional development is another important aspect of the planning profession. Kern COG frequently hires interns from local college programs and provides them with hands-on professional planning experience.

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element #801.1 – GRANT WRITING**

**Purpose & Goal**

Kern COG staff will research funding opportunities, participate in funding program workshops, write grants for Kern COG and provide grant-writing services to member agencies as well as other public agencies.

**Previous Work**

- Provide GrantFinder software licenses to member agencies and other agencies;
- Kern COG 2018 BUILD grant application and award;
- Kern COG 2020, 2021, and 2022 TCEP grant applications;
- Kern COG 2020 EV Ready Communities grant application and award;
- Kern COG 2020 ATP Cycle 5 grant application and award.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Evaluate potential grants for eligibility; notify member agencies or Kern COG staff of relevant new grant opportunities. (Responsible Agency: Kern COG).	June 30	10%
2	Research, schedule, prepare and collaborate on grant applications. (Responsible Agency: Kern COG).	June 30	60%
3	Host grant workshops, invite funding agencies or successful project applicants. (Responsible Agency: Kern COG).	June 30	10%
4	Attend meetings of Kern COG's Governing Board and technical planning committees if needed. (Responsible Agency: Kern COG).	June 30	5%
5	Prepare quarterly progress reports for meetings of the governing board and technical planning committees as needed. (Responsible Agency: Kern COG).	June 30	5%
6	Attend grant implementation meetings as needed. (Responsible Agency: Kern COG).	June 30	10%

**End Products (Schedule)**

1. Grant application support for Kern COG and member agencies.
2. Produce grant applications.
3. GrantFinder software licenses.



## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$60,091	\$60,091	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,091	\$60,091	\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
Local	\$ 6,009	\$ 36,055	\$ 6,009	\$ 3,005	\$ 3,005	\$ 6,009	\$ 60,091
TOTAL	\$ 6,009	\$ 36,055	\$ 6,009	\$ 3,005	\$ 3,005	\$ 6,009	\$ 60,091

## **900 INTERGOVERNMENTAL COORDINATION**

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The Clearinghouse function requires an extensive program of review and comment involving many agencies and organizations within the region. These activities assure that proposed projects can be evaluated in relation to existing development, socioeconomic impact, transportation impact and local plans of environmental concerns.

The comprehensive planning process requires an ongoing and intensive coordination effort. Each planning element and planning jurisdiction is involved. This program is designed to provide technical assistance to the member agencies that have special needs. Proposed planning activity and demographic information is provided to the public, and citizens are offered an opportunity to assist in evaluating the appropriateness of plans that affect them.

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element #902.1 – REGIONAL TECHNICAL ASSISTANCE**

**Purpose & Goal\***

To improve coordination among local jurisdictions on issues of common concern. Provide transportation-related leadership and technical assistance to member agencies to address regional and sub-regional issues, including sustainable development practices.

\*Meets Performance Management and State of Good Repair.

**Previous Work**

1. Technical assistance publications;
2. General plans;
3. Rosamond Visioning Process;
4. Tehachapi Bicycle Master Plan;
5. Arvin Jewett Square Bicycle Plan;
6. Bakersfield, California City, McFarland, Tehachapi Land Use and Circulation Element updates;
7. Bakersfield Habitat Conservation Plan;
8. Kern County Habitat Conservation Plan;
9. McFarland Bicycle Plan;
10. McFarland Traffic Impact Fee Study;
11. Friant-Kern Canal Multi-Use Path.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Provide planning and management services to meet special transportation needs of Kern COG member agencies. (Responsible Agency: Kern COG).	June 30	20%
2	Provide assistance in land use and transportation planning, programming and budgeting to cities with limited staffing capabilities. (Responsible Agency: Kern COG).	June 30	20%
3	Assist in developing land use and circulation element updates/urban development strategies and master environmental assessments, incorporate updated information into Kern COG traffic and land use models. (Responsible Agency: Kern COG).	June 30	20%
4	Assist member agencies with development and analysis of land use information as it relates to transportation, housing and jobs. (Responsible Agency: Kern COG).	June 30	20%
5	Assist member agencies with development and analysis of transportation and circulation information. (Responsible Agency: Kern COG).	June 30	10%
6	Assist member agencies with "Quick response" Transportation Plan Analysis. (Responsible Agency: Kern COG).	June 30	10%

**End Products (Schedule)**

1. Memorandums of agreement with member agencies (Consultant) (as requested).

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$8,148									\$8,148	\$935		\$0	\$0
Consultant								\$225,000		\$225,000				
Total	\$8,148	\$0	\$0	\$0	\$0	\$0	\$0	\$225,000	\$0	\$233,148	\$935	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
STIP PPM	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 22,500	\$ 22,500	\$ 225,000
Local	\$ 1,630	\$ 1,630	\$ 1,630	\$ 1,630	\$ 815	\$ 815	\$ 8,148
TOTAL	\$ 46,630	\$ 46,630	\$ 46,630	\$ 46,630	\$ 23,315	\$ 23,315	\$ 233,148

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 903.1 – INFORMATION AND DATA MANAGEMENT**

**Purpose & Goal\***

To provide socio-economic information concerning the Kern County region.

\*Meets Core Planning Functions including the Regional Transportation Plan and the Federal Transportation Improvement Program.

**Previous Work**

1. Database of Kern County socio-economic information (FY22-23);
2. Federal Home Mortgage Disclosure Repository;
3. State Census Data Center Affiliation certification (FY22-23);
4. Assist governmental agencies, business interests and the general public with accessing and interpreting socio-economic information (FY22-23);
5. Assist in the development of Kern COG's regional transportation model (FY22-23).

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Develop and maintain socio-economic information for support of the Kern COG travel demand and air quality planning programs. (Responsible Agency: Kern COG).	June 30	30%
2	Maintain U.S. Federal Reserve System Home Mortgage Disclosure Repository. (Responsible Agency: Kern COG).	June 30	2%
3	Maintain California State Census Data Center Affiliate status. (Responsible Agency: Kern COG).	June 30	5%
4	Prepare California State Census Data Center reports. (Responsible Agency: Kern COG).	June 30	5%
5	Host workshops related to socio-economic information in the Kern region. (Responsible Agency: Kern COG).	June 30	5%
6	Maintain collection of U.S. Census reports and provide library space for public inspection of documents including Home Mortgage Disclosure information. (Responsible Agency: Kern COG).	June 30	10%
7	Respond to and assist users of socio-economic information related to the Kern County region, including requests from member agencies, non-member agencies, private businesses and the general public. (Responsible Agency: Kern COG).	June 30	33%
8	Attend related workshops and training sponsored by the California State Census Data Center and the U.S. Bureau of the Census. (Responsible Agency: Kern COG).	June 30	10%

**End Products (Schedule)**

1. Update Kern COG website with latest demographic data FY23-24 (June 2024).
2. Socio-economic information database related to the Kern County area FY23-24 (June 2024).
3. Summary report of data development & data accessibility FY23-24 (June 2024).

## Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$110,916									\$110,916	\$12,722	\$0	\$0	\$0
Consultant										\$0				
Total	\$110,916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,916	\$12,722	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS								TOTAL
	1	2	3	4	5	6	7	8	
FHWA PL	\$ 33,275	\$ 2,218	\$ 5,546	\$ 5,546	\$ 5,546	\$ 11,092	\$ 36,602	\$ 11,092	\$ 110,916
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 33,275	\$ 2,218	\$ 5,546	\$ 5,546	\$ 5,546	\$ 11,092	\$ 36,602	\$ 11,092	\$ 110,916

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 904.1 – INTERREGIONAL TRANSPORTATION COORDINATION**

**Purpose & Goal\***

To coordinate transportation and air quality planning activities among the eight San Joaquin Valley (SJV) transportation planning agencies, including the advisory SJV Policy Council; California Department of Transportation (Caltrans); the San Joaquin Valley Air Pollution Control District (SJVAPCD), Inyo and Mono Counties; San Luis Obispo Council of Governments and; the Southern California Association of Governments (SCAG).

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Transportation Improvement Program, air quality planning, Performance Management and State of Good Repair.

**Previous Work**

1. San Joaquin Valley Regional Planning Agency MOU, Eastern Sierra MOU, and San Luis Obispo Council of Governments MOU;
2. San Joaquin Valley Transportation Modeling Committee;
3. Federal Transportation Improvement Program Coordination;
4. California State Implementation Plan with SJVAPCD and Kern APCD;
5. SCAG/Kern COG Planning Coordination;
6. 2006-2023 San Joaquin Valley Regional Planning Agencies' policy conferences;
7. San Joaquin Valley Overall Work Program;
8. Kern COG/SCAG coordination meeting – October 2019 and January 2022;
9. Provided comments to the 2040 California Transportation Plan.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Attend San Joaquin Valley Regional Transportation Planning Agencies (SJV COGs) meetings and confer with Inyo, Mono, San Bernardino counties and SCAG to discuss transportation issues and participate in long-range planning activities. (Responsible Agency: Kern COG).	June 30	25%
2	Meet and confer with Caltrans Districts 6 and 9 and the San Joaquin Valley Air Pollution Control District on transportation and air quality planning processes. (Responsible Agency: Kern COG).	June 30	25%
3	Participate in SJV Regional Policy Council meetings and annual conference. (Responsible Agency: Kern COG).	Spring	25%
4	Attend regular California Association of Councils of Governments (CalCOG) meetings with other MPOs and RTPAs statewide. (Responsible Agency: Kern COG).	Throughout Year	25%

**End Products (Schedule)**

1. San Joaquin Valley Regional Transportation Planning Agencies meetings (monthly).

2. San Joaquin Valley transportation/air quality planning process (monthly) (Consultant).
3. San Joaquin Valley transportation planning agencies work plan/Policy Council coordination (monthly) (Consultant).
4. Air quality planning study (bi-monthly).
5. Kern COG/SCAG coordination meetings (annually).
6. San Joaquin Valley Regional Planning Agencies Policy Conference (Spring 2024).

## Revenue Budget

AGENCY		FHWA			FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$52,642									\$52,642	\$6,038		\$0	\$0
Consultant										\$0				
Total	\$52,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,642	\$6,038	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
FHWA PL	\$ 13,161	\$ 13,161	\$ 13,161	\$ 13,161	\$ 52,642
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -
STIP PPM	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 13,161	\$ 13,161	\$ 13,161	\$ 13,161	\$ 52,642



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/24**  
**Work Element # 904.2 – LOCAL CLEARINGHOUSE REVIEW PROGRAM**

**Purpose & Goal**

The objective of the Executive Order 12372, is to foster an intergovernmental partnership and to strengthen federalism by relying on state and local processes for state and local coordination and review of proposed federal financial assistance. To make federal, state and local program and project proposals available for public review; determine consistency with regional comprehensive plans; and ensure adequate mitigation is proposed for impacts.

**Previous Work**

Areawide clearinghouse; grant and loan applications.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Kern COG is designated the Local Clearinghouse for the Kern region. Kern COG's primary responsibility is to review and comment on local applications for state and federal funding assistance. Types of applications may include: Community Facilities Direct Loan Program; Community Development Block Grant Program; HOME Investment Partnerships Program; emergency solutions Grants Program; and Housing Preservation Grants. (Responsible Agency: Kern COG).	June 30	60%
2	Review federal programs and proposals, including urban impact assessment and all transportation-related proposals; forward appropriate documents and proposals to interested individuals and agencies. (Responsible Agency: Kern COG).	June 30	40%

**End Products (Schedule)**

1. Kern COG Board Agenda notice of federal assistance per Executive Order 12372 (monthly as needed).

**Revenue Budget**

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP/PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$4,723	\$4,723	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,723	\$4,723	\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS		TOTAL
	1	2	
Local	\$ 2,834	\$ 1,889	\$ 4,723
TOTAL	\$ 2,834	\$ 1,889	\$ 4,723

## **1000 PROGRAM PLANNING AND ADMINISTRATION**

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The regional planning process, in order to successfully coordinate the integration of programs and encourage comprehensive planning, requires complex internal functions. Compliance with local, state and federal governmental programs, identifying area-wide needs, directing programs to meet those needs and coordinating programs from each level to complement the comprehensive planning efforts of the area requires extensive management and financial support.

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 1001.1 – LOCAL REIMBURSEMENT**

**Purpose & Goal**

To provide local reimbursement for travel and promotional costs that are not eligible for federal reimbursement.

**Previous Work**

1. Kern COG-related travel;
2. Distribute promotional items at community events.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Kern COG provide travel costs that exceed those allowed to employees of the State of California.	June 30	20%
2	Kern COG provide funding for the Annual Regional Awards Ceremony.	June 30	50%
3	Kern COG provide funding for the purchase of Kern COG promotional items.	June 30	15%
4	Kern COG provide for CalCOG and AMPO annual dues.	June 30	15%

**End Products (Schedule)**

1. Kern COG promotional items (quarterly).
2. Non-reimbursable travel (monthly).
3. Refreshments for Meetings (monthly).
4. Kern COG Regional Awards Ceremony (March 2024).
5. CalCOG and AMPO Dues (annually).

**Revenue Budget**

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$33,136	\$33,136	\$0	\$0	\$0	\$0
Consultant									\$13,500	\$13,500				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,636	\$46,636	\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
Local	\$ 9,327	\$ 23,318	\$ 6,995	\$ 6,995	\$ 46,636
TOTAL	\$ 9,327	\$ 23,318	\$ 6,995	\$ 6,995	\$ 46,636

**Kern Council of Governments  
OVERALL WORK PROGRAM – FY 2023/2024  
Work Element # 1001.2 – LEGISLATIVE PROGRAM**

**Purpose & Goal**

To improve the Kern region's potential for future state and federal transportation, housing, water, air quality and/or energy-related funding.

**Previous Work**

1. Kern COG's regional federal legislative advocacy trips;
2. San Joaquin Valley COGs federal legislative advocacy trips;
3. Kern COG's regional state legislative advocacy trips;
4. San Joaquin Valley COGs state legislative advocacy trips;
5. SB 325 (2011) Central California Rail Authority;
6. ACA 23 (2012) Transportation Sales Tax Measures—Voter Threshold;
7. SB 516 (2015) Transportation: Motorist Aid Services.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Meetings, correspondence with lobbying consultants; craft legislative proposals and amendments. (Responsible Agency: Kern COG)	June 30	32%
2	Coordinate regional and Valleywide lobbying trips. (Responsible Agency: Consultant)	June 30	35%
3	Develop white papers, fact sheets, talking point summaries, etc. for regional and Valleywide legislative advocacy trips. (Responsible Agency: Consultant)	June 30	33%

**End Products (Schedule)**

1. New legislation related to transportation, housing, water, air quality and/or energy (annually).
2. Legislative amendments regarding transportation, housing, water, air quality and/or energy-related bills (annually).
3. San Joaquin Valley COGs federal legislative advocacy trip. (Consultant) (September 2023).
4. San Joaquin Valley COGs state legislative advocacy trip. (Consultant) (March 2024).

**Revenue Budget**

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$16,957	\$16,957		\$0	\$0	\$0	\$0
Consultant										\$0					
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,957	\$16,957		\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS			TOTAL
	1	2	3	
Local	\$ 5,426	\$ 5,935	\$ 5,596	\$ 16,957
TOTAL	\$ 5,426	\$ 5,935	\$ 5,596	\$ 16,957

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element #1001.3 – TRANSPORTATION DEVELOPMENT ACT**  
**(TDA) PROGRAM**

**Purpose & Goal\***

To effectively manage programs and funds developed pursuant to the Transportation Development Act (TDA), California Public Utilities Code Sections 99200, et. seq. Manage the Local Transportation Fund and the State Transit Assistance Fund in accordance with state statutes and regulations and Kern COG program policy.

\*Meets Performance Management and State of Good Repair.

**Previous Work**

1. Prior year records and reports, including financial transactions, claims, applications, resolutions, financial/compliance audits, and performance audits.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Maintain the local program rules and regulations manual; prepare an annual estimate of area apportionments; advise claimants of quarterly trust fund subsidiary account activity and balances. (Responsible Agency: Kern COG).	June 30	5%
2	Assist prospective claimants with annual claims, project lists and local program administration; review, approve and process all claims and financial transactions; monitor transit ridership and performance data.	June 30	10%
3	Maintain general and subsidiary ledgers and books of original entry in accordance with generally accepted accounting principles; prepare periodic account reconciliations. (Responsible Agency: Kern COG).	June 30	10%
4	Conduct annual financial and compliance audit of Kern COG and each claimant contract for appropriate financial reports by an independent, certified public accountant. (Responsible Agency: Consultant).	March 31	40%
5	Conduct annual determination, analysis, and resolution of unmet transit needs. (Responsible Agency: Kern COG).	November 30	15%
6	Prepare and approve the Annual Pedestrian and Bikeway Program of Projects; review projects as necessary. (Responsible Agency: Kern COG).	June 30	10%
7	Coordinate the Kern Social Service Transportation Advisory Committee and social services transit providers; oversee the Consolidated Transportation Service Agency. (Responsible Agency: Kern COG).	June 30	10%

**End Products (Schedule)**

1. Source journals, including cash receipts, cash disbursements, accounts receivable, and claims payable (monthly).



2. Financial statements and status reports, including a balance sheet and statement of revenues and disbursements (annually).
3. The annual estimate of area apportionments (March 2022).
4. Subsidiary trust account statements (quarterly).
5. Annual claims and applications (Transit March 2023); (Pedestrian/Bike August 2023); (Streets/Roads September 2023).
6. Annual financial and compliance audit reports (annually).
7. Metro CTSA monitoring and evaluation report (annually).
8. Annual TDA Pedestrian and Bikeway Program of Projects (annually);
9. Countywide ridership report (annually).
10. Unmet transit needs finding and documentation (November 2023).
11. Social Service Transportation Advisory Committee meetings (quarterly).
12. Monitor and evaluate the Social Service Transit Program in the Metro Bakersfield area (quarterly).

## Revenue Budget

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PFM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$63,825	\$63,825		\$0		\$0	\$0
Consultant									\$205,000	\$205,000					
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$268,825	\$268,825		\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS							TOTAL
	1	2	3	4	5	6	7	
Local	\$ 13,441	\$ 26,883	\$ 26,883	\$ 107,530	\$ 40,324	\$ 26,883	\$ 26,883	\$ 268,825
TOTAL	\$ 13,441	\$ 26,883	\$ 26,883	\$ 107,530	\$ 40,324	\$ 26,883	\$ 26,883	\$ 268,825

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 1001.4 – INFORMATION SERVICES & TRIBAL CONSULTATION**

**Purpose & Goal\***

To inform and involve the public, member agencies and tribal governments in the decision-making process on issues affecting the Kern region, and to comply with Federal MAP-21 and Fixing America's Surface Transportation (FAST) Act public participation requirements. During FY 2020-21 and 2021-22 COVID 19 substantially truncated Kern COG's outreach efforts. To facilitate continued public involvement, Kern COG subscribed to a survey tool – PublicInput. Surveys were conducted on issues such as Accessory Dwelling Units, Growth Priorities, Principles and Strategies.

\*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Public Participation and Education.

**Previous Work**

1. Established as a voting member for the Tejon Indian Tribe on the Regional Planning Advisory Committee (February 2020);
2. Public Involvement Procedures;
3. Kern News releases;
4. Kern COG's Annual Report;
5. Informational brochures;
6. Public meetings and workshops coordination;
7. Kern COG Areawide Directory;
8. Legislative tracking and reporting;
9. Attend community events;
10. Multi-media advertising development and distribution, including radio, social media and other Web-based formats.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Compose and update various brochures, letters, memos, news releases and publications, including the annual Report, Areawide Directory, and Timeline providing information regarding Kern COG, its member agencies and activities. (Responsible Agency: Kern COG).	June 30	25%
2	Maintain a public involvement program that complies with state open meeting laws, MAP-21 and FAST Act provisions. Maintain involvement with community groups including: Cultiva La Salud; the Dolores Huerta Foundation; Center for Race, Poverty and the Environment; Chambers of Commerce; Leadership Council for Justice and Accountability; environmental justice organizations and others. (Responsible Agency: Kern COG).	June 30	25%

3	Engage consultant and coordinate with tribal governments regarding the transportation planning process. (Responsible Agency: Kern COG).	June 30	25%
4	Implement public involvement procedures, including legal notices, announcements, advertisements and conduct related workshops and meetings. Broadcast Kern COG Board meetings on the local government channel. (Responsible Agency: Kern COG).	June 30	25%

### End Products (Schedule)

1. Informational brochures, annual report and news releases (annually).
2. Board meetings and other broadcasts (monthly) (Consultant – KGOV).
3. Speaking engagements, community events (quarterly).

### Revenue Budget

AGENCY		FHWA			FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$89,606									\$89,606	\$10,278	\$0	\$0	\$0
Consultant	\$10,000									\$10,000	\$1,147			
Total	\$99,606	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$99,606	\$11,425	\$0	\$0	\$0

### Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
FHWA PL	\$ 24,902	\$ 24,902	\$ 24,902	\$ 24,902	\$ 99,606
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 24,902	\$ 24,902	\$ 24,902	\$ 24,902	\$ 99,606

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 1001.5 – OVERALL WORK PROGRAM (OWP)**  
**DEVELOPMENT AND MONITORING**

**Purpose & Goal**

Prepare and administer the annual work program, budget and quarterly reports; maintain an ongoing transportation planning process; involve local technical staff, administrative officers, Caltrans, tribal governments and elected officials in the transportation planning process.

**Previous Work**

1. 2020-21, 2021-22, 2022-23, Kern COG financial plan and OWP development;
2. Public notices, announcements and workshops announcing the OWP;
3. 2020-21, 2021-22, 2022-23, OWP monitoring and monthly cost allocation;
4. 2020-21, 2021-22, 2022-23, Consolidated Planning Grant (CPG) invoices.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Coordinate and prepare the OWP. (Responsible Agency: Kern COG).	May	25%
2	Prepare and submit OWP amendments as needed. (Responsible Agency: Kern COG).	November & March	25%
3	Submit monthly OWP reporting and billing to Caltrans, FHWA and FTA. (Responsible Agency: Kern COG).	Monthly	25%
4	Prepare quarterly reporting for CPG program. (Responsible Agency: Kern COG).	Quarterly	25%

**End Products (Schedule)**

1. Quarterly reporting for 2023-24 fiscal year (quarterly).
2. OWP and related public participation documentation for 2023-24 (monthly).
3. Coordinate 2024-25 OWP preparation (December 2023-May 2024).

**Revenue Budget**

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PFM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$87,683	\$87,683		\$0		\$0	\$0
Consultant										\$0					
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87,683	\$87,683		\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
Local	\$ 21,921	\$ 21,921	\$ 21,921	\$ 21,921	\$ 87,683
TOTAL	\$ 21,921	\$ 21,921	\$ 21,921	\$ 21,921	\$ 87,683

## **2000 Traveler Information & Assistance**

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The Kern Motorist Aid Authority (KMAA) was created on May 19, 1988. The Authority imposes a fee, not to exceed \$1.00 per year, on non-exempt motor vehicles registered within the county. The additional fee is collected by the California Department of Motor Vehicles (DMV) at the time of vehicle registration or renewal.

The purpose of the Authority is to finance, implement, operate and maintain a motorist aid system pursuant to California Streets and Highways Code Sections 2550-2560. The system may include traveler information systems, Intelligent Transportation system architecture and infrastructure, and safety-related hazard and obstruction removal.

**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 2001.1 – KMAA SYSTEM ADMINISTRATION AND OPERATIONS**

**Purpose & Goal**

To implement, maintain, and operate a motorist aid system including traveler assistance programs within Kern County.

**Previous Work**

1. Call Box Upgrade to 3G voice and 4G data technology (Fall 2016);
2. Participate in the California Service Authority for Freeways and Expressways Committee (CalSAFE);
3. Call Box Removal Plan implementation;
4. Provide safety-related hazard and obstruction removal;
5. Provide Intelligent Transportation System architecture and infrastructure;
6. Maintain a financial accounting system in accordance with GAAP and enterprise fund accounting, including a general ledger and books of original entry, prepare quarterly financial statements, process monthly reconciliations;
7. Prepare periodic management reports regarding contract status, service performance and related matters.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Provide traveler information systems, Intelligent Transportation System architecture and infrastructure, and other transportation demand management services, and safety-related hazard and obstruction removal.	June 30	32%
2	Prepare an annual KMAA work program and budget; Maintain a financial accounting system in accordance with GAAP and enterprise fund accounting; quarterly financial statements; and process monthly reconciliations.	June 30	35%
3	Provide for an annual financial and compliance audit by an independent certified public accountant (Consultant) for the purpose of attesting to and certifying records, internal control procedures and results of operations.	June 30	33%

**End Products (Schedule)**

1. Annual work plan and budget (annually).
2. Financial statements (quarterly).
3. Safety-related hazard and obstruction removal (monthly).

**Revenue Budget**

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$19,022	\$19,022	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,022	\$19,022	\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	TASKS			TOTAL
	1	2	3	
Local	\$ 6,087	\$ 6,658	\$ 6,277	\$ 19,022
TOTAL	\$ 6,087	\$ 6,658	\$ 6,277	\$ 19,022



**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element # 2002.1 – 511 SYSTEM ADMINISTRATION AND OPERATIONS**

**Purpose & Goal**

To design and operate a comprehensive 511 system for traveler information.

**Previous Work**

1. Integrate with other motorist aid and transportation demand management programs;
2. Integrate the Kern 511 Traveler Information System with the San Joaquin Valley Regional Transportation Planning Agencies 511 system;
3. Identify and define local issues related to network design and operation;
4. Develop System Engineering Management Plan for Kern 511;
5. Perform quality assurance testing of Kern 511 Traveler Information System i.e. functional testing, integration testing and user acceptance testing;
6. Promote the Kern 511 Traveler Information System through advertising and outreach.

**Study Design (Tasks & Responsible Agency)**

Task #	Task	Completion Date	% of Effort
1	Investigate 511 network modification and expansion possibilities; evaluate new technology capabilities developed for 511 systems. (Responsible Agencies: Consultant, Kern COG).	June 30	10%
2	Coordinate with 511 Consultant to develop a system hosting and maintenance plan providing for routine updates and quality analysis of data. Provide periodic preventative and corrective maintenance of network hardware. (Responsible Agencies: Consultant, Kern COG).	June 30	40%
3	Continue the Kern 511 Traveler Information system Marketing Plan. Provide for and analyze periodic statistical reports regarding 511 usage. (Responsible Agency: Kern COG).	June 30	30%
4	Attend ITS California Annual Conference including a session for 511 system operators.	June 30	20%

**End Products (Schedule)**

1. Kern 511 Traveler Information System, including interactive voice recognition and website capabilities (monthly).
2. Kern 511 Traveler Information System Marketing Plan (biannually).
3. Modifications and/or expansions to the 511 network (annually).

## Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$19,022	\$19,022	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,022	\$19,022	\$0	\$0	\$0	\$0

## Funding by Task

SOURCE	1	2	3	4	TOTAL
Local	\$ 1,902	\$ 7,609	\$ 5,707	\$ 3,804	\$ 19,022
TOTAL	\$ 1,902	\$ 7,609	\$ 5,707	\$ 3,804	\$ 19,022

**VI. SUMMARY FINANCIAL TABLE - FOOTNOTE LEGEND**

FY 2023-2024 Overall Work Program  
SUMMARY FINANCIAL TABLE (Revised: April 7, 2023)

	Funding Source	Caltrans Calif.Aid to Airports 90/10 (1)	FTA SEC.5304 Rural 89/11 (4)	FTA SEC.5303 MPO (5)	FTA SEC.5303 MPO Carryover (5)	FHWA PL 89/11 (7)	FHWA PL Carryover (7)	FHWA RSTP (9)	FHWA CMAQ 89/11 (10)	FHWA SPR (10a)	Caltrans ATP (11a)	STIP PPM (11b)	SB-1 23-24 (11d)	SB-1 22-23 (11e)	SHA (12)	HCD (12a)	HSIP (12b)	CARB (12c)	CEC (12d)	Toll Credits* (13)	Regional Planning Total (13)	Local Contracts (14)	TOTAL
Cost Sharing (grantor % / KCOG %)	Footnotes																						
Air Quality Modeling/Transportation Management	101.1			\$ 31,592		\$ 31,593														\$ 7,247	\$ -		\$ 63,185
Environmental Review and Monitoring Program	102.1			\$ 9,822		\$ 9,822														\$ 2,253	\$ -		\$ 19,644
Community and Environmental Inventory Mapping System	201.1			\$ 220,985		\$ 215,048														\$ 50,013	\$ -		\$ 436,033
Mapping Services and Technical Support	201.2																			\$ -	\$ -		\$ -
2023-2024 Sustainable Communities Public Participation	203.1A												\$ 42,775							\$ -	\$ 5,542		\$ 48,317
2023-2024 Sustainable Communities Performance Measures	203.2A												\$ 181,919							\$ -	\$ 23,570		\$ 205,489
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A																			\$ -	\$ 16,114		\$ 140,489
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Progr	203.4A												\$ 25,830							\$ -	\$ 219,578		\$ 245,408
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5															\$ 7,872				\$ -	\$ -		\$ 7,872
SJIV Household Travel Survey	203.6																			\$ -	\$ 18,348		\$ 18,348
Regional Transportation Plan/Congestion Management Process	601.1			\$ 45,073		\$ 45,073														\$ 10,340	\$ -		\$ 90,146
RTP/CIP Financial Element	601.2					\$ 46,302														\$ 5,311	\$ -		\$ 46,302
Regional Transportation Community Survey & Outreach	601.3					\$ 32,080						\$ 75,000								\$ 3,680	\$ -		\$ 107,080
Federal Performance Measures Data and Analysis	601.4					\$ 52,892														\$ 6,067	\$ -		\$ 52,892
Transportation Improvement Program	602.1					\$ 244,514														\$ 28,046	\$ 71,082		\$ 315,596
Project Planning & Development Assistance for Federal-Aid Projects	602.2					\$ 210,514														\$ 24,146	\$ -		\$ 210,514
Transportation Systems Monitoring and Coordination	603.1					\$ 20,067														\$ 2,302	\$ -		\$ 20,067
Traffic Count Program	603.2							\$ 79,677												\$ -	\$ 22,917		\$ 102,594
Mobility Innovations and Incentives	603.3					\$ 58,414														\$ 6,700	\$ -		\$ 58,414
Kern Electric Vehicle (EV) Blueprint	603.4																		\$ 1,137,744	\$ -	\$ -		\$ 1,137,744
MD&HD Zero-Emission Vehicle Infrastructure	603.5																			\$ -	\$ -		\$ -
Regional Travel Demand Model Maintenance	604.1					\$ 300,048														\$ 34,416	\$ -		\$ 300,048
Regional Growth Forecast Model Data & Analysis	604.2					\$ 125,835														\$ 14,433	\$ -		\$ 125,835
Regional Travel Demand Model Analysis	604.3					\$ 19,529														\$ 2,240	\$ -		\$ 19,529
Corridor/Major Investment/Impact Studies	605.1					\$ 9,094														\$ 1,043	\$ -		\$ 9,094
Transit, Aviation and Passenger Rail Planning	606.1			\$ 105,011	\$ -	\$ 105,011														\$ 24,090	\$ -		\$ 210,022
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5		\$ 300,000																	\$ -	\$ 47,969		\$ 347,969
Kern County Rural Transportation Consolidation Study/Strategy	606.6																			\$ -	\$ -		\$ -
Active Transportation and Complete Streets Program	608.1					\$ 52,042												\$ 17,924		\$ 5,969	\$ -		\$ 69,966
ATP C5 Safe Routes for Cyclists	608.2										\$ 358,353									\$ -	\$ 15,399		\$ 373,752
Kern Active Transportation Plan (ATPlan) Update	608.3																			\$ 9,390	\$ -		\$ 9,390
Transportation Demand Management	609.1								\$ 240,187											\$ -	\$ 31,119		\$ 271,306
Freight Planning	610.1					\$ 39,820														\$ 4,567	\$ -		\$ 39,820
Phase II KARGO Sustainability Study	610.2																			\$ -	\$ -		\$ -
I-5 Freight ZERO Pilot Study	610.3																			\$ -	\$ -		\$ -
Grant Writing	801.1																			\$ -	\$ 60,091		\$ 60,091
Regional Technical Assistance	902.1					\$ 8,148						\$ 225,000								\$ 935	\$ -		\$ 233,148
Information and Data Management	903.1					\$ 110,916														\$ 12,722	\$ -		\$ 110,916
Interregional Transportation Coordination	904.1					\$ 52,642														\$ 6,038	\$ -		\$ 52,642
Local Clearinghouse Review Program	904.2																			\$ -	\$ 4,723		\$ 4,723
Local Reimbursement	1001.1																			\$ -	\$ 46,636		\$ 46,636
Legislative Program	1001.2																			\$ -	\$ 16,957		\$ 16,957
Transportation Development Act (TDA) Program	1001.3																			\$ -	\$ 268,825		\$ 268,825
Information Services and Tribal Consultation	1001.4					\$ 99,606														\$ 11,425	\$ -		\$ 99,606
Overall Work Program (OWP) Development and Monitoring	1001.5																			\$ -	\$ 87,683		\$ 87,683
KMAA System Administration and Operations	2001.1																			\$ -	\$ -	\$ 19,022	\$ 19,022
511 System Administration and Operations	2002.1																			\$ -	\$ -	\$ 19,022	\$ 19,022
SUBTOTAL		\$0	\$ 300,000	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ 358,353	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ 263,981	\$ 965,941	\$ 38,044	\$ 6,122,134
CARRYOVER FUNDS		\$0	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,353	\$ -	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ -	\$ -	\$ -	\$ 1,821,893
FY 2023-24 ESTIMATED FUNDS		\$0	\$ -	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ -	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,941	\$ 38,044	\$ 4,300,241
SUBTOTAL		\$0	\$ 300,000	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ 358,353	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ -	\$ 965,941	\$ 38,044	\$ 6,122,134

Kern Council of Governments  
FY 2023-2024 Overall Work Program  
Financial Summary Chart  
FOOTNOTE LEGEND

- (4) Grantor Agency: Federal Transit Administration  
Designated Recipient: California Department of Transportation Division of Transportation Planning  
Program: Section 5304 Metropolitan Planning Assistance (Urban)  
WorkElement: 606.5

Funding:	Grantor	Local Match	Toll Credits
PY Carryover	\$ 300,000	\$ 47,969	\$ -
2023-2024 Allocation	\$ -	\$ -	\$ -
Unprogrammed	\$ -		\$ -
TOTAL	<u>\$ 300,000</u>	<u>\$ 47,969</u>	<u>\$ -</u>

- (5) Grantor Agency: Federal Transit Administration  
Designated Recipient: California Department of Transportation Division of Transportation Planning  
Program: Section 5303 Metropolitan Planning Assistance (Urban)  
WorkElement: 101.1, 102.1, 201.1, 601.1, 606.1

Funding:	Grantor	Local Match	Toll Credits
PY Carryover	\$ -		\$ -
2023-2024 Allocation	\$ 412,483		\$ 47,312
Unprogrammed			\$ -
TOTAL	<u>\$ 412,483</u>	<u>\$ -</u>	<u>\$ 47,312</u>

- (7) Grantor Agency: Federal Highway Administration  
Designated Recipient: California Department of Transportation  
Program: FHWA-PL (Formula Planning)  
WorkElement: Various

Funding:	Grantor	Local Match	Toll Credits
PY Carryover	\$ -		\$ -
2023-2024 Allocation	\$ 1,889,010		\$ 216,669
Unprogrammed			\$ -
TOTAL	<u>\$ 1,889,010</u>	<u>\$ -</u>	<u>\$ 216,669</u>

- (9) Grantor Agency: Federal Highway Administration  
Designated Recipient: California Department of Transportation  
Program: Regional Surface Transportation Program  
WorkElement: 603.2

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ 79,677	\$ 10,323
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 79,677</u>	<u>\$ 10,323</u>

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(10) Grantor Agency: Federal Highway Administration  
Designated Recipient: California Department of Transportation  
Program: Congestion Mitigation Air Quality (CMAQ)  
WorkElement: 609.1

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ 240,187	\$ 31,119
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 240,187</u>	<u>\$ 31,119</u>

(10a) Grantor Agency: Federal Highway Administration  
Designated Recipient: California Department of Transportation  
Program: State Planning and research (SPR)  
WorkElement: 610.2

Funding:	Grantor	Local Match
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(11a) Grantor Agency: Federal Highway Administration  
Designated Recipient: California Department of Transportation  
Program: Active Transportation Program  
WorkElement: 608.2

Funding:	Grantor	Local Match
PY Carryover	\$ 358,353	\$ 15,399
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 358,353</u>	<u>\$ 15,399</u>

(11b) Grantor Agency: California Department of Transportation  
Designated Recipient: STIP PPM  
Program: STIP PPM  
WorkElement: 601.1, 601.3, 902.1, 904.1

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ 300,000	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 300,000</u>	<u>\$ -</u>

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(11c) Grantor Agency: California Department of Transportation  
Designated Recipient:  
Program: SB-1 20-21  
WorkElement:

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(11e) Grantor Agency: California Department of Transportation  
Designated Recipient:  
Program: SB-1 23-24  
WorkElement: 203.1A, 203.2A, 203.3A, 203.4A

Funding:	Grantor	Local Match
PY Carryover 21-22	\$ -	\$ -
2023-2024 Allocation	\$ 374,899	\$ 48,572
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 374,899</u>	<u>\$ 48,572</u>

(12) Grantor Agency: California Department of Transportation  
Designated Recipient:  
Program: State Highway Account  
WorkElement: 610.3

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(12a) Grantor Agency: California Department of Housing and Community Development  
Designated Recipient:  
Program: Regional Early Action Planning (REAP)  
WorkElement: 203.5

Funding:	Grantor	Local Match
PY Carryover	\$ 7,872	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 7,872</u>	<u>\$ -</u>

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(12b) Grantor Agency: California Department of Transportation  
Designated Recipient:  
Program: Highway Safety Improvement Program  
WorkElement: 601.4

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(12c) Grantor Agency: California Air Resources Board  
Designated Recipient:  
Program: Clean Mobility Options Voucher Pilot Program  
WorkElement: 608.1

Funding:	Grantor	Local Match
PY Carryover	\$ 17,924	\$ 2,322
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 17,924</u>	<u>\$ 2,322</u>

(12d) Grantor Agency: California Energy Commission  
Designated Recipient:  
Program:  
WorkElement: 603.4, 603.5

Funding:	Grantor	Local Match
PY Carryover	\$ 1,137,744	\$ 147,407
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 1,137,744</u>	<u>\$ 147,407</u>

(13) Grantor Agency: Kern COG Member Agencies  
Designated Recipient:  
Program: TDA, Administration & Regional Planning Contribution  
WorkElement: Various

Funding:	Administration	Planning	Total
PY Carryover	\$ -	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ 965,941	\$ 965,941
Unprogrammed	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ 965,941</u>	<u>\$ 965,941</u>



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(14) Grantor Agency: Kern COG Member Agencies  
Designated Recipient:  
Program: Service Contracts and Sales  
WorkElement: 2001.1, 2002.1

Funding:	Grantor
Contracts	\$ -
Member Dues	\$ -
Partnership Sales	\$ -
KMAA	\$ 38,044
AB 811	\$ -
TOTAL	<u>\$ 38,044</u>

## **VII. INFORMATION ELEMENT/OTHER ENTITIES PLANNING ACTIVITIES**

## VIII. APPENDICES

## LIST OF COMMONLY USED ACRONYMS

### A

AA	Alternatives Analysis
AADT	Annual Average Daily Traffic
AASHTO	American Association of State Highway and Transportation Officials
AB	Assembly Bill
AC	Asphalt Concrete
ACC/YR	Accidents/Year
ACIP	Airport Capital Improvement Program
AC/M/Y	Accident Cost/Mile/Year
ADA	American Disability Act
ADAP	Airport Development Act Program
ADIS	Advanced Driver Information System
AFB	Air Force Base
AFC	Automatic Fare Collection
AFV	Alternative Fuel Vehicle
AHAR	Advanced Highway Advisory Radio
AHS	Automated Highway System
AIP	Airport Improvement Program
AMTRAK	National Train Passenger Corporation
APCB	Air Pollution Control Board
APCD	Air Pollution Control District
AP MAP	Assessor Parcel Map
APN	Assessor Parcel Number
APTS	Advanced Public Transportation Systems
AQAP	Air Quality Attainment Plan
AQMP	Air Quality Maintenance Plan
AR	Accident Rate (Accidents averaged over 3 years)
ARTS	Advanced Rural Transportation Systems
ATC	Automated Toll Collection
ATIS	Advanced Traveler Information Systems
ATMS	Advanced Traffic Management Systems
AVCS	Advanced Vehicle Control System
AVI	Automated Vehicle Identification
AVL	Automated Vehicle Location System
AVR	Average Vehicle Ridership

### B

BAR	Bureau of Automotive Repair
BARC	Bakersfield Association for Retarded Citizens
BLM	Bureau of Land Management
BSC	Bakersfield Senior Center
BTV	Bus Ticket Validator

## C

CAA	Clean Air Act
CAAA	Clean Air Act Amendments
CAB	Civil Aeronautics Board
CAL ACT	California Association for Coordinated Transit
CALCOG	California Association of Councils of Governments
CALTRANS	California State Department of Transportation
CARB	California Air Resources Board
CASP	California Airport Systems Plan
CCAA	California Clean Air Act
CDBG	Community Development Block Grant
CDM	Congestion/Demand Management
CDV	Credit/Debit Vendor
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFS	Container Freight Station
CHCP	Cargo Handling Cooperative Program
CHP	California Highway Patrol
CIP	Capital Improvement Program
CIR	Council on Intergovernmental Relations
CL	Carload or Containerload
CMA	Congestion Management Agency
CMAQ	Congestion Management Air Quality
CMP	Congestion Management Program
CMS	Congestion Management System
CMS	Changeable Message Signs
CMV	Commercial Motor Vehicle
CNG	Compressed Natural Gas
CO	Carbon Monoxide
COG	Council of Governments
CRLA	California Rural Legal Assistance
CTAC	Communications Technical Advisory Committee
CTC	California Transportation Commission
CTP	California Transportation Plan
CTPP	Census Transportation Planning Package
CTR	Commuter Trip Reduction
CTSA	Consolidated Transportation Services Agency
CVO	Commercial Vehicle Operations
CVWP	Central Valley Water Project

## D

DADD	Delano Association for Developmentally Disabled
DB	Decibel
DBE	Disadvantaged Business Enterprise
DEIR/DEIS	Draft Environmental Impact Report/Draft Environmental Impact Statement (See EIR/EIS)
DFG	Department of Fish and Game
DHS	Department of Health Services
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
DOI	Department of the Interior
DOT	Department of Transportation
DPM	Downtown People Mover
DWR	Department of Water Resources

## E

EEOC	Equal Employment Opportunity Commission
EIR	Environmental Impact Report
EIR/EIS	Environmental Impact Report/Environmental Impact Statement
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Endangered Species Act
ETC	Electronic Toll Collection
ETC	Employee Transportation Coordinator
ETMS	Enhanced Traffic Management System
ETR	Employers Training Resource
ETTM	Electronic Toll and Traffic Monitoring

## F

FAA	Federal Aviation Administration
FCAA	Federal Clean Air Act
FCC	Federal Communications Commission
FCR	Flexible Congestion Relief
FCS	Functional Classification System
FETSIM	Fuel Efficient Traffic Signal Management
FFV	Flexible Fuel Vehicle
FmHA	Farmers' Home Administration
FHWA	Federal Highway Administration
FIP	Federal Implementation Plan
FOCAS	Federal Railroad Administration
FS	Forest Service
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FWS	Fish and Wildlife Service

## G

GET	Golden Empire Transit District
GIS	Geographical Information Systems
GPS	Global Positioning Systems
GSA	General Services Administration

## H

HAR	Highway Advisory Radio
HAZMAT	Hazardous Materials
HCD	Housing and Community Development
HHS	Health and Human Services
HOV	High Occupancy Vehicle
HOV lane	High Occupancy Vehicle Lane
HPMS	Highway Performance Monitoring System
HSCT	High-speed Ground Transportation
HSOPP	Highway Systems Operation and Protection Plan
HSR	High Speed Rail
HUD	Department of Housing and Urban Development (federal)

## I

ICC	Interstate Commerce Commission
ICMA	International City Managers' Association
IMS	Intermodal Management System
IPG	Intermodal Planning Group
IRRS	Interregional Road System
ISTEA	Intermodal Surface Transportation Efficiency Act
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
ITS	Institute of Transportation Studies
IVHS	Intelligent Vehicle Highway Systems
IVRG	In-Vehicle Route Guidance System

## J

JPPB	Joint Planning Policy Board (Military)
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## K

KCAPCD	Kern County Air Pollution Control District
KCEOC	Kern County Economic Opportunity Corporation
KCWA	Kern County Water Agency
KMAA	Kern Motorist Aid Authority

## L

LAFCO	Local Agency Formation Commission
LEV	Low Emission Vehicle
LNG	Liquid Natural Gas
LOS	Level of Service
LPG	Liquefied Petroleum Gas
LRRT	Light Rail Rapid Transit
LRT	Light Rail Transit
LRV	Light Rail Vehicle
LTF	Local Transportation Fund

## M

MAGLEV	Magnetic Levitation
MAOF	Mexican American Opportunity Foundation
MMS	Maintenance Management System
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPG	Miles Per Gallon
MPH	Miles Per Hour
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area
MTIS	Multimodal Traveler Information Systems
MTS	Metropolitan Transportation System

## N

NAAQS	National Ambient Air Quality Standard
NAFTA	North American Free Trade Agreement
NARC	National Association of Regional Councils
NASA	National Aeronautic and Space Administration
NAWS	Naval Air Weapons Station (China Lake)
NEPA	National Environmental Policy Act
NHS	National Highway System
NIMBY	Not In My Back Yard
NOR	North of the River Recreation and Parks District

## O

OAA	Older Americans Act
OMB	Office of Management and Budget
OPR	Office of Planning and Research (state)
OSHA	Occupational Safety and Health Administration (federal)
OWP	Overall Work Program

## P

PARIS	Passenger Routing and Information System
PATH	Program for Advanced Transit and Highways
PIP	Productivity Improvement Program
PIP	Public Information Program
PL	Planning Funds
PMS	Pavement Management System
PSTIP	Proposed State Transportation Improvement Program
PUC	Public Utilities Commission

## R

REEP	Reasonable Extra Efforts Program
RFP	Request for Proposal
RFQ	Request for Qualifications
ROW	Right Of Way
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agency
RWQCB	Regional Water Quality Control Board



## S

SAFE	Service Authority for Freeway Emergencies
SB	Senate Bill
SBA	Small Business Administration
SCAG	Southern California Association of Governments
SCHWA	Southern California Hazardous Waste Authority
SIP	State Implementation Plan
SJVUAPCD	San Joaquin Valley Unified Air Pollution Control District
SMSA	Standard Metropolitan Statistical Area
SOV	Single Occupant Vehicle
S RTP	Short Range Transit Plan
STA	State Transit Assistance
STAA	Surface Transportation Assistance Act
STAF	State Transit Assistance Fund
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
STPP	Surface Transportation Policy Project
SWP	State Water Project
SWRCD	State Water Resources Control Board

## T

TAP	Target Area Program (Head Start)
TARG	Transportation Air Quality Review Group
TCC	Transportation Control Center
TCD	Traffic Control Devices
TCI	Transit Capital Improvement Program
TCM	Transportation Control Measure
TDA	Transportation Development Act
TDM	Transportation Demand Management
TDP	Transportation Development Plan
TEA-21	Transportation Equity Act for the 21st Century
TIC	Transportation Information Center
TIGER	Topological Integrated Geographic Encoding & Referencing
TIP	Transportation Improvement Program
TMA	Transportation Management Area/Association
TMP	Transportation Management Plan
TMS	Traffic Management System
TMS	Traffic Monitoring System
TOC	Traffic Operations Center
TOS	Traffic Operations Systems
TP&D	Transportation Planning and Development
TP&D Account	Transportation Planning and Development Account
TRB	Transportation Research Board
TRIPS	Transportation Intelligent Planning System
TRO	Trip Reduction Ordinance
TSM	Transportation Systems Management
TTAC	Transportation Technical Advisory Committee
TV SAP Channel	Television Second Audio Program

## U

UA	Urbanized Area
UMTA	Urban Mass Transportation Administration
URISA	Urban and Regional Information Systems Association
USDOT	U.S. Department of Transportation
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
USTIP	Updated State Transportation Improvement Program
UTPP	Urban Transportation Planning Package
UZA	Urbanized Area

## V

VFV	Variable Fuel Vehicle
VMT	Vehicle Miles Traveled
VNIS	Vehicle Navigation and Information Systems
VOR	Vehicle Occupancy Rate

## W

WADD	Wasco Association for Developmentally Disabled
WBE	Women Owned Business Enterprise
WE	Work Element
WP	Work Program
WWW	World Wide Web

## Z

ZEV	Zero Emission Vehicle
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**Kern Council of Governments**  
**OVERALL WORK PROGRAM – FY 2023/2024**  
**Work Element #2003.1 – GOLDEN EMPIRE TRANSIT ROUTE RESTORATION PLAN**

**Purpose & Goal\***

Acquire transit planning and visualization software to assist GET in COVID-19 service recovery design and assessing new routes, measure performance and costs of those routes, and rapidly entertain new service requests from the community. This provides the agency the ability to respond to changing conditions and iterate new route plans over time. Community outreach and engagement of transit riders will be conducted regularly in order for staff to gather feedback on existing services and adapt as needed.

**Previous Work**

1. Conducted Operational Analysis to evaluate the service mix (IBI Study 2023)
2. Identification of Transit Service Improvement Strategies (IBI Study 2023)
3. Develop overview of planning assumptions and incorporate into Five Year Recommended Service Plan (GET SRTP 2023)

**Study Design (Tasks and Responsible Agencies)**

Task #	Task	Completion Date	% of Effort
1	Develop RFP and procure planning/runcutting software	03/10/2023	20%
2	Analyze findings from the Operational Analysis	04/15/2023	10%
3	Conduct Outreach and Public Engagment for potential route redesign	5/1/2023	10%
4	Draft work plan for route restoration and redesign	5/1/2023	20%
5	Obtain community feedback on route changes and restoration	5/1/2023	10%
6	Finalize work plan with local stakeholders and establish justification	8/30/2023	20%
7	Ensure responsiveness to community needs/trends by iterating tasks 3-5 over the rest of the term	12/31/2026	10%

**End Products (Schedule)**

1. SRTP document updates that identify and design routes (annually at least, quarterly where feasible)
2. Outreach and Engagement documents that summarize comments received (quarterly where feasible)
3. Route Optimization Analysis (quarterly when feasible, at least semi-annually)

### Revenue Budget

Agency	FTA – RPRP	Total
GET	\$413,005	\$413,005
Consultant	--	--
Total	\$413,005	\$413,005

### Funding by Task

Source	Task							Total
	1	2	3	4	5	6	7	
FTA RPRP	\$82,601	\$41,300.5	\$41,300.5	\$82,601	\$41,300.5	\$82,601	\$41,300.5	\$413,005
Total	\$82,601	\$41,300.5	\$41,300.5	\$82,601	\$41,300.5	\$82,601	\$41,300.5	\$413,005