

**AGENDA  
KERN COUNCIL OF GOVERNMENTS  
November 16, 2023  
6:30 P.M.**

**PRIMARY MEETING LOCATION**

**AVAILABLE**

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

**SECONDARY MEETING LOCATION  
TELECONFERENCING**

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 – October 19, 2023** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Community Survey Bid Award** (Campbell)

**Comment:** Community Survey Contract for Fiscal Year 2023-2024 in an amount not to exceed \$75,000. This item has been sent to County Counsel for review.

**Action:** Approve the contract for the 2024, Community Survey to Godbe Research in an amount not to exceed \$75,000 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

E. **FY 2023-2024 Overall Work Program and Financial Plan Amendment No. 1: Resolution No. 23-25** (Montalvo)

**Comment:** Pursuant to the Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (Budget).

**Action:** Approve Amendment No. 1 to the FY 2023-2024 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-45. ROLL CALL VOTE

F. **Local Clearinghouse:**

**Applicant: West Kern Community College District**

Address: 29 Cougar Court

Taft, CA 93268-9998

Contact: Jaime Lopez

Federal Agency: US Department of Education

Funding Opportunity No.: ED-GRANTS-081423-001

Title: Perkins Innovation and Modernization Grant Program

Description: Strengthening West Kern Workforce and Community

**Federal Funds:** \$3,300,000.00

**Total Funds:** \$3,645,720.00

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

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

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

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

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

A. Warrant Register

B. Timeline

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

**IX. CLOSED SESSION:** None.

**X. ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be December 21, 2023, **may be dark.**

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for October 19, 2023

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

THURSDAY  
October 19, 2023  
6:30 P.M.

The meeting was called to order by Acting Chairman Couch at 7:14 p.m.

**I. ROLL CALL:**

**Members Present:** Arias, Ayon, Couch, Crump, Flores, Krier, Creighton, Reyna, P. Smith, Vasquez, Murillo

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

**Members Absent:** Blades, Prout

**Others:** Justine Kokx, Rick Franz, Kathleen Hoffmann, Marlo Carlos, Maggie Ritter

**Staff:** Hakimi, Napier Pacheco, Enriquez, Snoddy, Banuelos, Ball, Invina-Jayasiri, Davisson, Valle, Hall

- 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 – August 17, 2023**

**B. Concurrence in Actions of TPPC**

**C. Response to Public Comments**

**D. Regional Early Action Planning Grant Program (REAP) Funding (Napier)**

**Comment:** Kern Council of Governments (COG) will soon be receiving an additional allocation of Regional Early Action Planning (REAP) funding. The amount to be allocated at this time to Kern COG is \$924,200. The Regional Planning Advisory Committee has reviewed this item.

**Action:** Approve the sub-allocation of \$924,200 in REAP funding as depicted in Exhibit A and recommended by the Regional Planning Advisory Committee. ROLL CALL VOTE

**E. 2024-2050 Growth Forecast Consultant Contact Approval (Davisson)**

**Comment:** Every 4-years a consulting economist is retained through a publicly advertised request for proposal process to update the regional growth forecast, with this year's contract being negotiated with PlaceWorks not to exceed \$47,466. This contract has been reviewed by County Counsel.

**Action:** Approve the consultant selection of PlaceWorks to develop the 2024-2050 Growth Forecast Update and authorize Chair to sign the contract. ROLL CALL VOTE

**F. Local Clearinghouse:**

**Applicant: West Coast BioFuel, LLC**

Address: 34710 7<sup>th</sup> Standard Road, Suite 720  
Bakersfield, CA 93314  
Contact: Andrea Wogsland

Federal Agency: Rural Business-Cooperative Service

Catalog No.: 10.754

Title: The Higher Blends Infrastructure Incentive Program (HBIIP)

Description: West Coast Biofuel is presenting this application as an eligible project for a fuel distribution facility. This new facility will complement our existing business model; a blending, sales, distribution, and logistics company in the bio-fuel sector.

**Federal Funds:** \$1,207,056.00

**Total Funds:** \$2,564,056.00

**Applicant: City of Ridgecrest**

Address: 100 W. California Avenue  
Ridgecrest, CA 93555-4054  
Contact: Aaron Scott Tucker

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
– Local Solicitation

Description: The Ridgecrest Police Department is applying for this DOJ Byrne Grant in order to provide funding to continue our radio encryption project, MDT communications, and bullet proof vest program.

**Federal Funds:** \$12,967.00

**Total Funds:** \$12,967.00

**Applicant: City of Arvin**

Address: 200 Campus Drive  
Arvin, CA 93203-1008  
Contact: Alex Ghazalpour

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program  
– Local Solicitation

Description: To implement a city-wide mass notification and alerting platform and to upgrade out-dated policing equipment.

**Federal Funds:** \$15,831.00

**Total Funds:** \$15,831.00

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

Address: 9001 Stockdale Highway

Arvin, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Department of Education

Catalog No.: 84.116

Title: FIPSE Postsecondary Student Success Grant Program (PSSG)

Description: CSUB Technology Engagement Center

**Federal Funds:** \$2,765,982.00

**Total Funds:** \$3,046,035.00

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

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

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

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

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

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

Executive Director Hakimi went over the items in the Board Folders.

**VIII. MEMBER STATEMENTS:**

None.

**IX. CLOSED SESSION:**

None.

**X. ADJOURNMENT:** Seeing no other comments the meeting adjourned in memory of former Kern COG Board Member Jess Ortiz at 7:20 p.m. **NEXT MEETING – November 16, 2023.**

Respectfully submitted,

ATTEST:

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

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

DATE: \_\_\_\_\_ 11-16-23



## III. D. COG

November 16, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

BY: Susanne Campbell  
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.  
COMMUNITY SURVEY BID AWARD

### DESCRIPTION:

Community Survey Contract for Fiscal Year 2023-2024 in an amount not to exceed \$75,000. This item has been sent to County Counsel for review.

### DISCUSSION:

The Request for Proposals (RFP) for the 2024 Community Survey was issued on September 13, 2023, with proposals due by October 13, 2023. Four firms responded to the RFP:

1. Problosky Research, Newport Beach, CA
2. Reconnaissance Market Research, Santa Ana, CA
3. Polco National Research Center, Madison, WI
4. Godbe Research, Burlingame, CA

Proposals were reviewed by Becky Napier, Deputy Director - Administration; Susanne Campbell, Regional Planner; and Michael Heimer, Regional Planner.

It is recommended the Board award the bid for the Community Survey to Godbe Research in an amount not to exceed \$75,000.

### ACTION

Approve the contract for the 2024, Community Survey to Godbe Research in an amount not to exceed \$75,000 and authorize the Chairman to sign the contract.

ROLL CALL VOTE.

**CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS  
AND  
GODBE RESEARCH  
FOR**

**2024 Community Survey**

THIS CONTRACT, made and entered into this 16th day of November, 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, Godbe Research, hereinafter referred to as "Consultant."

**RECITALS:**

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

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

**AGREEMENT:**

**I. Contract Organization and Content**

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

**II. Statement of Work**

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated October 13, 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:       Susanne Campbell, Regional Planner  
Consultant:     Bryan Godbe, Project Manager

**III. Term**

Time is of the essence in this contract. The term of this contract is the execution date through June 2024 unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

At the discretion of the Kern COG Board of Directors, Kern COG shall have the option to extend the term of the contract for an additional year, four times, for up to an additional four fiscal years beyond the first fiscal year of the survey (FY 2023/24).

Consultant services and reimbursements beyond June 30, 2024, 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.





#### IV. Assignability

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

#### V. Contract Changes

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

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

#### VI. Contract Costs and Reimbursements

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

For services rendered, Consultant may bill and receive up to \$75,000, to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

##### B. Progress Payments and Reports:

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

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

Requisitions for payment shall refer to Work Element number 601.3 as identified on the FY 2023-2024 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

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



D. Contract Completion Retainer:

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

E. Allowable Costs and Documentation:

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

VII. Progress Reports

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

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

VIII. Inspection of Work

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

IX. Staffing

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

X. Subcontracting

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



#### XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

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

#### XII. Compliance with Laws, Rules and Regulations

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

#### XIII. Conflict of Interest

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

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

1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

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



#### XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

#### XV. Copyrights

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

#### XVI. Publication

A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

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

#### XVII. Disputes

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

#### XVIII. Hold Harmless

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

#### XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of



Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

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

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

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



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

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

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by the Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and





omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.

- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

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

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

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit 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 Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.



- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or 2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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





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

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

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

### **Prompt Payment Clauses**

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

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

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



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

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

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

## XXII. Audits

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



XXIII. Clean Air Act/Clean Water Act Requirements

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

XXIV. Notice

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

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

OR

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

XXV. Venue

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

XXVI. California Law

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

XXVII. No Authority to Bind Kern COG

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

XXVIII. Nonwaiver

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

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents,



employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

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

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XXXI. Signature Authority

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

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

RECOMMENDED AND APPROVED  
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

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

APPROVED AS TO FORM:

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

CONSULTANT

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

\_\_\_\_\_  
Consultant



## Exhibit "A"

### Scope of Work

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

PROJECT TO BE COMPLETED BY JUNE 30, 2024, FOR A TOTAL COST NOT TO EXCEED \$75,000.



## EXHIBIT “B” SCHEDULE

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



**EXHIBIT "C"**  
**Budget/Cost Proposal**

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

Project Task	18-min.	20-min.	22-min.	25-min.
Listed Telephone Sample	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Email Sample Purchase	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
Third Party Cell/Email Matching	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Internet Programming/Testing	\$7,250.00	\$7,500.00	\$7,750.00	\$8,000.00
Telephone CATI Programming	\$1,250.00	\$1,500.00	\$1,750.00	\$2,000.00
Internet Version Recruitment	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Internet Version Hosting	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Telephone Interviewing	\$23,500.00	\$26,000.00	\$28,500.00	\$31,000.00
Data Processing	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Research Fee	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Project Management	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Miscellaneous Expenses	\$250.00	\$250.00	\$250.00	\$250.00
English Only Survey Total	\$53,450.00	\$56,450.00	\$59,450.00	\$62,450.00
Spanish Translation/Programming	\$950.00	\$1,050.00	\$1,150.00	\$1,250.00
Spanish Interviewing Fee	\$3,500.00	\$4,000.00	\$4,500.00	\$5,000.00
<b>English and Spanish Survey Total</b>	<b>\$57,900.00</b>	<b>\$61,500.00</b>	<b>\$65,100.00</b>	<b>\$68,700.00</b>







## III. E. COG

November 16, 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. E.  
FY 2023-2024 Overall Work Program and Financial Plan  
Amendment No. 1: Resolution No. 23-25

**DESCRIPTION:** Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (budget). Amendment No. 1 represents a net budgetary increase of \$2,914,742.

**DISCUSSION:** Attached are the worksheets documenting the details of FY 2023-2024 OWP and Financial Plan, Amendment No. 1. Staff recommends the following significant changes:

### Financial Plan

Incorporate a net increase in revenues of \$2,914,742. This revision includes an increase in federal funds of \$136,336, and increase in state funds of \$2,769,654; and an increase in local funds of \$8,752. This revision provides for an increase in professional services for \$2,722,908.

### Overall Work Program

The Final Fiscal Year 2023-24 Allocation Numbers were included in this Amendment No. 1 for FHWA PL, FTA 5303, FTA 5304, and SB-1 so the OWP will reconcile to the Financial Plan. Revisions were made to 12 work elements to match Final Fiscal Year 2023-24 as detailed on Page 2.

The revisions are detailed as follows:

*Increase PL WE 201.1 – Community and Environmental Inventory Mapping System	\$25,424
*Increase SB-1 WE 203.1A – 23-24 Sustainable Communities Public Participation	\$18,385
*Increase SB-1 WE 203.2A – 23-24 Sustainable Communities Performance Measures	\$4,617
*Increase SB-1 WE 203.3A – 23-24 Sustainable Communities Mobility Innovations and Incentives Planning	\$4,617
*Increase SB-1 WE 203.4A – 23-24 Sustainable Communities Strategy Forecast and Travel Model Activity Program	\$48,675
*Increase HCD 203.5 – Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	\$46,210
*Increase PL WE 604.2 – Regional Growth Forecast Model Data & Analysis	\$5,000
*Add in PL WE 605.2 – Tehachapi Pass (KARGO C-CAMS) Caltrans Sustainable Communities Climate Adaptation Grant	\$3,000,000
*Increase PL & 5303 WE 606.1 – Transit, Aviation, and Passenger Rail Planning	\$23,752
*Decrease 5304 WE 606.5 – Metropolitan Bakersfield Long-Range Transportation Plan Update	(\$57,092)
*Increase PL WE 608.1 – Active Transportation and Complete Streets Program	\$20,152
*Decrease PL WE 902.1 – Regional Technical Assistance	(\$225,000)

**ACTION:** Approve Amendment No. 1 to the FY 2023-2024 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-25. ROLL CALL VOTE.

## Kern Council of Governments

FINANCIAL PLAN SUMMARY  
FY 2023-2024

Revised: November 7, 2023

Account No./Title	2023-24 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	2023-24 Revised
<b>REVENUE</b>					
4140-Federal Grants	\$ 2,921,357	\$ 136,336			\$ 3,057,693
3955-State Grants	\$ 2,196,792	\$ 2,769,654			\$ 4,966,446
4220-Regional Planning/Admin.	\$ 965,941	\$ 8,752			\$ 974,693
4220-Local Contracts	\$ 38,044				\$ 38,044
5370-Miscellaneous	\$ 25,000				\$ 25,000
<b>TOTAL REVENUE</b>	<b>\$ 6,147,134</b>	<b>\$ 2,914,742</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,061,876</b>
<b>EXPENDITURES</b>					
<b>Personnel:</b>					<b>TOTAL</b>
6110-Regular Salaries & Wages	\$ 2,146,973				\$ 2,146,973
6200-Extra-Help Wages	\$ 50,414				\$ 50,414
6410/6600-Fringe Benefits	\$ 1,085,855				\$ 1,085,855
<b>SUBTOTAL-PERSONNEL</b>	<b>\$ 3,283,242</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 3,283,242</b>
<b>SUBTOTAL-7500 - PROFESSIONAL :</b>	<b>\$ 2,609,434</b>	<b>\$ 2,722,908</b>			<b>\$ 5,332,342</b>
<b>SERVICES &amp; SUPPLIES</b>					
6841-Communications	\$ 15,120				\$ 15,120
6900-Insurance	\$ 30,000				\$ 30,000
6970-Maintenance-Equipment	\$ 9,000				\$ 9,000
7001-Maintenance-Structures	\$ 2,000				\$ 2,000
7400-Memberships	\$ 20,575				\$ 20,575
7450-Office Supplies	\$ 15,406				\$ 15,406
7525-Data Processing	\$ 48,420				\$ 48,420
7600-Public/Legal Notices	\$ 35,300				\$ 35,300
7630-Leases-Equipment	\$ -				\$ -
7650-Leases-Structures	\$ 160,000				\$ 160,000
7700-Special Dept. Expense	\$ 3,500				\$ 3,500
7730-Training & Development	\$ 2,554				\$ 2,554
7740-Travel Expenses	\$ 58,271				\$ 58,271
7750-Personal Vehicle Mileage	\$ 10,060				\$ 10,060
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>\$ 434,206</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 434,206</b>
<b>SUBTOTAL-8601-CAPITAL OUTLAYS</b>	<b>\$ 34,000</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ 34,000</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,360,882</b>	<b>\$ 2,722,908</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,083,790</b>
Depreciation Adjustment		\$ -	\$ -	\$ -	\$ -
<b>OPERATING SURPLUS/(DEFICIT)</b>	<b>\$ (213,748)</b>	<b>\$ 191,834</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (21,914)</b>

## SCHEDULE OF FY 2023-2024 OVERALL WORK PROGRAM AMENDMENTS

Revised: November 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	\$ 63,185					\$ 63,185
Environmental Review and Monitoring Program	102.1	\$ 19,644					\$ 19,644
Community and Environmental Inventory Mapping System	201.1	\$ 436,033	\$ 25,424				\$ 461,457
Mapping Services and Technical Support	201.2	\$ -					\$ -
2023-2024 Sustainable Communities Public Participation	203.1A	\$ 48,317	\$ 18,385				\$ 66,702
2023-2024 Sustainable Communities Performance Measures	203.2A	\$ 205,489	\$ 4,617				\$ 210,106
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A	\$ 140,489	\$ 4,617				\$ 145,106
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4A	\$ 245,408	\$ 48,675				\$ 294,083
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5	\$ 7,872	\$ 46,210				\$ 54,082
SJV Household Travel Survey	203.6	\$ 18,348					\$ 18,348
Regional Transportation Plan/Congestion Management Process	601.1	\$ 90,146					\$ 90,146
RTP/CIP Financial Element	601.2	\$ 46,302					\$ 46,302
Regional Transportation Community Survey & Outreach	601.3	\$ 107,080					\$ 107,080
Federal Performance Measures Data and Analysis	601.4	\$ 52,892					\$ 52,892
Transportation Improvement Program	602.1	\$ 315,596					\$ 315,596
Project Planning & Development Assistance for Federal-Aid Projects	602.2	\$ 210,514					\$ 210,514
Transportation Systems Monitoring and Coordination	603.1	\$ 20,067					\$ 20,067
Traffic Count Program	603.2	\$ 102,594					\$ 102,594
Mobility Innovations and Incentives	603.3	\$ 58,414					\$ 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					\$ 300,048
Regional Growth Forecast Model Data & Analysis	604.2	\$ 125,835	\$ 5,000				\$ 130,835
Regional Travel Demand Model Analysis	604.3	\$ 19,529					\$ 19,529
Corridor/Major Investment/Impact Studies	605.1	\$ 9,094					\$ 9,094
Tehachapi Pass C-CAMS (KARGO C-CAMS) Grant	605.2	\$ -	\$ 3,000,000				\$ 3,000,000
Transit, Aviation and Passenger Rail Planning	606.1	\$ 210,022	\$ 23,752				\$ 233,774
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 347,969	\$ (57,092)				\$ 290,877
Kern Rural Transit Consolidation Strategy	606.6	\$ -					\$ -
Active Transportation and Complete Streets Program	608.1	\$ 69,966	\$ 20,152				\$ 90,118
ATP C5 Safe Routes for Cyclists	608.2	\$ 373,752					\$ 373,752
Kern Active Transportation Plan (ATPlan) Program	608.3	\$ 9,390					\$ 9,390
Transportation Demand Management	609.1	\$ 271,306					\$ 271,306
Freight Planning	610.1	\$ 39,820					\$ 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	\$ 233,148	\$ (225,000)				\$ 8,148
Information and Data Management	903.1	\$ 110,916					\$ 110,916
Interregional Transportation Coordination	904.1	\$ 52,642					\$ 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					\$ 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
<b>T O T A L S</b>		<b>\$ 6,122,136</b>	<b>\$ 2,914,740</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,036,876</b>
<b>CARRYOVER FUNDS</b>		<b>\$ 1,821,893</b>	<b>\$ 512,714</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,334,607</b>
<b>FY 2023-24 ESTIMATED FUNDS</b>		<b>\$ 4,300,241</b>	<b>\$ 2,402,028</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 6,702,269</b>
<b>TOTAL (CONTROL)</b>		<b>\$ 6,122,134</b>	<b>\$ 2,914,742</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,036,876</b>
							\$ (0)

	Funding Source	FTA SEC.5304 Rural Carryover (4)	FTA SEC.5303 22-23 Carryover (5)	FTA SEC.5303 22-23 Carryover (5)	FHWA PL 89/11 (7)	FHWA PL 22-23 Carryover (7)	FHWA PL 21-22 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)	CARB (12c)	CEC (12d)	Toll Credits*	Regional	Regional	Regional	Local	TOTAL	Personnel	Contractor	Services &	Capital	TOTAL		
																				Planning	Planning	Planning	Contracts		Estimate	Cost	Supplies				
																				Match	Non-match	Total			Estimate	Estimate	Equipment	BUDGET			
Cost Sharing (grantor % / KCOG %)	Footnotes																														
Air Quality Modeling/Transportation Management	101.1		\$ 31,592		\$ 31,593															\$ 7,247	\$ -	\$ -	\$ -		\$ 63,185	\$ 63,185	\$ -	\$ -	\$ -	\$ 63,185	
Environmental Review and Monitoring Program	102.1		\$ 9,822		\$ 9,822															\$ 2,253	\$ -	\$ -	\$ -		\$ 19,644	\$ 19,644	\$ -	\$ -	\$ -	\$ 19,644	
Community and Environmental Inventory Mapping System	201.1		\$ 211,721	\$ 34,689	\$ 171,296	\$ 27,880	\$ 15,872													\$ 52,929	\$ -	\$ -	\$ -		\$ 461,457	\$ 425,407	\$ -	\$ 14,550	\$ 21,500	\$ 461,457	
Mapping Services and Technical Support	201.2																			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2023-2024 Sustainable Communities Public Participation	203.1A												\$ 46,863	\$ 12,189						\$ -	\$ 7,651	\$ -	\$ 7,651		\$ 66,702	\$ 66,702	\$ -	\$ -	\$ -	\$ 66,702	
2023-2024 Sustainable Communities Performance Measures	203.2A												\$ 186,007							\$ -	\$ 24,099	\$ -	\$ 24,099		\$ 210,106	\$ 115,401	\$ 94,705	\$ -	\$ -	\$ 210,106	
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A												\$ 128,463							\$ -	\$ 16,644	\$ -	\$ 16,644		\$ 145,106	\$ 145,106	\$ -	\$ -	\$ -	\$ 145,106	
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4A												\$ 29,918	\$ 39,004						\$ -	\$ 8,930	\$ 216,231	\$ 225,161		\$ 294,083	\$ 294,083	\$ -	\$ -	\$ -	\$ 294,083	
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5															\$ 54,082				\$ -	ft	\$ -	\$ -		\$ 54,082	\$ 54,082	\$ -	\$ -	\$ -	\$ 54,082	
SJV Household Travel Survey	203.6																			\$ -	\$ -	\$ 18,348	\$ 18,348		\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ 18,348	
Regional Transportation Plan/Congestion Management Process	601.1		\$ 45,073		\$ 45,073															\$ 10,340	\$ -	\$ -	\$ -		\$ 90,146	\$ 90,146	\$ -	\$ -	\$ -	\$ 90,146	
RTP/CIP Financial Element	601.2				\$ 46,302															\$ 5,311	\$ -	\$ -	\$ -		\$ 46,302	\$ 46,302	\$ -	\$ -	\$ -	\$ 46,302	
Regional Transportation Community Survey & Outreach	601.3				\$ 32,080							\$ 75,000								\$ 3,680	\$ -	\$ -	\$ -		\$ 107,080	\$ 26,080	\$ 81,000	\$ -	\$ -	\$ 107,080	
Federal Performance Measures Data and Analysis	601.4				\$ 52,892															\$ 6,067	\$ -	\$ -	\$ -		\$ 52,892	\$ 52,892	\$ -	\$ -	\$ -	\$ 52,892	
Transportation Improvement Program	602.1				\$ 244,514															\$ 28,046	\$ -	\$ 71,082	\$ 71,082		\$ 315,596	\$ 307,046	\$ -	\$ 8,550	\$ -	\$ 315,596	
Project Planning & Development Assistance for Federal-Aid Projects	602.2				\$ 210,514															\$ 24,146	\$ -	\$ -	\$ -		\$ 210,514	\$ 205,214	\$ -	\$ 5,300	\$ -	\$ 210,514	
Transportation Systems Monitoring and Coordination	603.1				\$ 20,067															\$ 2,302	\$ -	\$ -	\$ -		\$ 20,067	\$ 12,867	\$ -	\$ 7,200	\$ -	\$ 20,067	
Traffic Count Program	603.2							\$ 79,677												\$ -	\$ 10,323	\$ 12,594	\$ 22,917		\$ 102,594	\$ 7,888	\$ 94,706	\$ -	\$ -	\$ 102,594	
Mobility Innovations and Incentives	603.3				\$ 58,414															\$ 6,700	\$ -	\$ -	\$ -		\$ 58,414	\$ 18,549	\$ 35,000	\$ 4,865	\$ -	\$ 58,414	
Kern Electric Vehicle (EV) Blueprint	603.4																	\$ 1,137,744	\$ -	\$ -	\$ -	\$ -		\$ 1,137,744	\$ 101,179	\$ 1,035,610	\$ 955	\$ -	\$ 1,137,744		
MD&HD Zero-Emission Vehicle Infrastructure	603.5																			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Regional Travel Demand Model Maintenance	604.1				\$ 300,048															\$ 34,416	\$ -	\$ -	\$ -		\$ 300,048	\$ 242,048	\$ 55,000	\$ 3,000	\$ -	\$ 300,048	
Regional Growth Forecast Model Data & Analysis	604.2				\$ 125,835	\$ 5,000														\$ 15,007	\$ -	\$ -	\$ -		\$ 130,835	\$ 70,835	\$ 60,000	\$ -	\$ -	\$ 130,835	
Regional Travel Demand Model Analysis	604.3				\$ 19,529															\$ 2,240	\$ -	\$ -	\$ -		\$ 19,529	\$ 19,529	\$ -	\$ -	\$ -	\$ 19,529	
Corridor/Major Investment/Impact Studies	605.1				\$ 9,094															\$ 1,043	\$ -	\$ -	\$ -		\$ 9,094	\$ 9,094	\$ -	\$ -	\$ -	\$ 9,094	
Teh.Pass C-CAMS (KARGO C-CAMS) Caltrans Sustainable Communities Climate Adaptation Grant	605.2				\$ 119,100							\$ 225,000			\$ 2,655,900					\$ 13,661	\$ -	\$ -	\$ -		\$ 3,000,000		\$ 3,000,000		\$ -	\$ 3,000,000	
Transit, Aviation and Passenger Rail Planning	606.1		\$ 95,747	\$ 34,689	\$ 75,458	\$ 27,880														\$ 26,814	\$ -	\$ -	\$ -		\$ 233,774	\$ 221,774	\$ -	\$ 12,000	\$ -	\$ 233,774	
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 242,908																		\$ -	\$ -	\$ 47,969	\$ 47,969		\$ 290,877	\$ 9,108	\$ 281,769	\$ -	\$ -	\$ 290,877	
Kern County Rural Transportation Consolidation Study/Strategy	606.6																			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Active Transportation and Complete Streets Program	608.1				\$ 43,343	\$ 28,851											\$ 17,924			\$ 8,281	\$ -	\$ -	\$ -		\$ 90,118	\$ 89,962	\$ -	\$ 156	\$ -	\$ 90,118	
ATP C5 Safe Routes for Cyclists	608.2										\$ 358,353									\$ -	\$ 15,399	\$ -	\$ 15,399		\$ 373,752	\$ 75,831	\$ 296,052	\$ 1,869	\$ -	\$ 373,752	
Kern Active Transportation Plan (ATPlan) Update	608.3																				\$ -	\$ 9,390	\$ 9,390		\$ 9,390	\$ 9,390	\$ -	\$ -	\$ -	\$ 9,390	
Transportation Demand Management	609.1								\$ 240,187											\$ -	\$ 31,119	\$ -	\$ 31,119		\$ 271,306	\$ 192,177	\$ 50,000	\$ 29,129	\$ -	\$ 271,306	
Freight Planning	610.1				\$ 39,820															\$ 4,567	\$ -	\$ -	\$ -		\$ 39,820	\$ 39,820	\$ -	\$ -	\$ -	\$ 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		\$ 60,091	\$ 52,829	\$ -	\$ 7,262	\$ -	\$ 60,091	
Regional Technical Assistance	902.1				\$ 8,148							\$ -								\$ 935	\$ -	\$ -	\$ -		\$ 8,148	\$ 8,148	\$ -	\$ -	\$ -	\$ 8,148	
Information and Data Management	903.1				\$ 83,036	\$ 27,880														\$ 12,722	\$ -	\$ -	\$ -		\$ 110,916	\$ 110,916	\$ -	\$ -	\$ -	\$ 110,916	
Interregional Transportation Coordination	904.1				\$ 52,642															\$ 6,038	\$ -	\$ -	\$ -		\$ 52,642	\$ 52,642	\$ -	\$ -	\$ -	\$ 52,642	
Local Clearinghouse Review Program	904.2																			\$ -	\$ -	\$ 4,723	\$ 4,723		\$ 4,723	\$ 4,723	\$ -	\$ -	\$ -	\$ 4,723	
Local Reimbursement	1001.1																			\$ -	\$ -	\$ 46,636	\$ 46,636		\$ 46,636	\$ 32,136	\$ 13,500	\$ 1,000	\$ -	\$ 46,636	
Legislative Program	1001.2																			\$ -	\$ -	\$ 16,957	\$ 16,957		\$ 16,957	\$ 16,957	\$ -	\$ -	\$ -	\$ 16,957	
Transportation Development Act (TDA) Program	1001.3																			\$ -	\$ -	\$ 268,825	\$ 268,825		\$ 268,825	\$ 63,825	\$ 205,000	\$ -	\$ -	\$ 268,825	
Information Services and Tribal Consultation	1001.4				\$ 83,734	\$ 15,872														\$ 11,425	\$ -	\$ -	\$ -		\$ 99,606	\$ 89,606	\$ 10,000	\$ -	\$ -	\$ 99,606	
Overall Work Program (OWP) Development and Monitoring	1001.5														</																

\*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 23-25

In the matter of:

AMENDMENT NO. 1 TO THE FY 2023-2024 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 2023-2024; and

WHEREAS, Amendment No. 1 will result in increased net total budgetary appropriations of \$2,914,742 as detailed in the attachments, attached hereto and made a part of this Resolution No. 23-25 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 1 to the FY 2023-2024 Overall Work Program/Financial Plan is hereby authorized.

AUTHORIZED AND SIGNED THIS 16th DAY OF NOVEMBER 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 16th day of November 2023.

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

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