

AGENDA
KERN COUNCIL OF GOVERNMENTS
January 18, 2024
6:30 P.M.

PRIMARY MEETING LOCATION

AVAILABLE

Kern Council of Governments
Board Room
1401 19th 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.**

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

A. **Approval of Minutes – November 16, 2023** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Memorandum of Understanding – Kern Council of Governments and Golden Empire Transit District** (Enriquez)

Comment: This MOU defines a planning relationship between Kern Council of Governments (Kern COG) and the Golden Empire Transit District (GET). County Counsel has reviewed this document.

Action: Review MOU with the Golden Empire Transit District and authorize the Chairman and Executive Director to sign. ROLL CALL VOTE.

E. **Kern COG's 2023 Regional Award of Merit Ceremony** (Campbell)

Comment: Announcement of the 2023 Regional Awards of Merit recipients.

Action: Information.

F. **EV Ready Communities Agreement Between Kern Cog And Project Clean Air, Inc. As Funded By The California Energy Commission Arv-20-0101**

Account: EV Ready Communities agreement between Kern COG and Project Clean Air (PCA) Inc. to provide program management for the Kern Electric Vehicle Ready Communities grant. County Counsel has been provided the agreement for review.

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

G. **Local Clearinghouse:**

Applicant: Spice It Up Market, Inc.

Address: 3601 Stockdale Hwy.

Bakersfield, CA 93309

Contact: Rani Alhabroun

Federal Agency: USDA Rural Development

Funding Opportunity No.: RBCS-22-01-HBIIP

Title: Higher Blends Infrastructure Incentive Program

Description: Fueling Station Project

Federal Funds: \$200,000.00

Total Funds: \$1,600,000.00

***** 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 meeting is adjourned in memory of former Board Member Cherylee Wegman. The next scheduled meeting will be February 15, 2024.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for November 16, 2023

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

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

The meeting was called to order by Acting Chairman Couch at 6:56 p.m.

I. ROLL CALL:

Members Present: Couch, Blades Crump, Flores, Krier, Creighton, Prout, Reyna, B. Smith, Vasquez, Murillo

Congestion Management Agency Ex-Officio Members: Brock, Helton

Members Absent: Ayon, P. Smith, Warney, Parra

Others: Justine Kokx, Rick Franz, Marlo Carlos, Maggie Ritter

Staff: Hakimi, Napier Pacheco, Enriquez, Snoddy, Montalvo, Campbell, Ball, Invina-Jayasiri, Valle, Plank, Flickinger, Van Wyk

- 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 if there were any public comments. There were none.

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

A. Approval of Minutes – October 19, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Community Survey Bid Award (Campbell)

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)

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 *****

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director made the following comments:

- Asked for at least three volunteers to sit on the selection committee for the Regional Awards Nominations – December 21. Board Member Couch, Prout, Crump and Krier volunteered.
- Introduced Sarah Plank, Financial Services Officer replacing Greg Palomo.

VIII. MEMBER STATEMENTS:

None.

IX. CLOSED SESSION:

None.

X. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:01 p.m. **NEXT MEETING – December 21, 2023, may be dark.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

January 18, 2024

To: Transportation Planning Policy Committee

From: Ahron Hakimi,
Executive Director

By: Irene Enriquez
Regional Planner

Subject: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
MEMORANDUM OF UNDERSTANDING – KERN COUNCIL OF GOVERNMENTS AND
GOLDEN EMPIRE TRANSIT DISTRICT

DESCRIPTION:

This MOU defines a planning relationship between Kern Council of Governments (Kern COG) and the Golden Empire Transit District (GET). County Counsel has reviewed this document.

Discussion:

As the metropolitan planning organization (MPO) for the Kern region, Kern COG is required to coordinate the planning activities of local jurisdictions within the region. The Golden Empire Transit District (GET) conducts public transportation planning for the metropolitan Bakersfield Large Urbanized area. This MOU defines the relationship between Kern COG and GET. This MOU contains specific language to explain Kern COG and GET's requirement to prepare and maintain a State of Good Repair Transit Asset Management (TAM) Plan required under Bipartisan Infrastructure Investment and Jobs Act.

The Federal transportation planning regulations require that the metropolitan planning organization coordinate the transportation planning agencies in the region. Kern COG has agreements with Caltrans, local air districts, and government agencies throughout the Kern region. Once approved, this MOU will be included as part of the Federal Transportation Improvement Plan (FTIP) submittal.

ACTION:

Review MOU with the Golden Empire Transit District and authorize the Chairman and Executive Director to sign. ROLL CALL VOTE.

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**MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN KERN COUNCIL OF GOVERNMENTS AND
Golden Empire Transit District (GET)**

“Regarding the coordination of ongoing public transportation planning and federal programming Funds that support the ongoing and future deployment of transit services by “Golden Empire Transit District”

This MOU, made effective on, October 19th, 2023 is made by and between Kern Council of Governments, herein referred to as Kern COG, and Golden Empire Transit District herein referred to as GET. The purpose of this MOU is to:

- 1) Foster a cooperative and mutually beneficial working relationship between noted agencies for the provision of comprehensive, effective, and coordinated transit planning on behalf of metro-Bakersfield public mass transportation systems;
- 2) Identify the transit planning responsibilities in coordination with the State of California for programming federal transit funds within the Federal Transportation Improvement Program (FTIP); and
- 3) Be consistent with the most recent Federal Transit guidelines and otherwise update the original MOU from 2017 in compliance with the Federal Transit Administration in each area with multiple recipients of Urbanized Area Formula grants.

RECITALS:

WHEREAS, in July 1973, GET was formed to provide public transportation for greater Bakersfield, including all the city limits as well as adjacent unincorporated areas; and

WHEREAS, GET is a public transportation provider that is eligible to apply for and receive Federal Transportation Administration (FTA) Section 5307, 5310, and 5339 for capital operating and planning assistance for the delivery of passenger mobility services; and

WHEREAS, Kern COG is a joint powers agency, created in 1970 by the County of Kern and the cities of Arvin and Bakersfield. California City, Delano, Maricopa, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, and Wasco; and

WHEREAS, Kern COG is a the Regional Transportation Planning Agency (RTPA) and the Metropolitan Planning Agency (MPO) for Kern County; and

WHEREAS, Kern COG has a committee structure which advises the Kern COG Board on all planning and policy questions, including the Transportation Technical Advisory Committee (TTAC), the Transportation Planning Policy Committee (TPPC), the Regional Planning Advisory (RPAC). and the Social Service Transportation Advisory Committee (SSTAC); and

WHEREAS, the Federal Surface Transportation Program requires Metropolitan Planning Organizations (MPOs) to work cooperatively with public transportation service providers to develop Regional Transportation Plans (RTPs) and Transportation Improvement Programs (TIPs) for urbanized areas. Those plans and programs are intended to further the national interest in encouraging and promoting the Bipartisan Infrastructure Investment and Jobs Act (IIJA). Transportation services increase the public's mobility and foster economic growth and

development within and through urbanized areas while minimizing transportation-related fuel consumption and air pollution; and

WHEREAS, Kern COG provides a forum wherein the development of public transportation service in the region will be accomplished. As part of the coordinated regional transportation system, Kern COG will promote the continuing, cooperative and consistent planning of the fixed-route passenger bus system and its relationship with the regional and interregional public transportation network; and

WHEREAS, Part 450, Subpart C, Section 314 of Chapter I of Title 23 CFR requires that there be an MOU and that it be updated in line with new federal transit legislation between the MPO and operators, which specifies cooperative procedures for carrying out transportation planning (including corridor and subarea studies) and transit programming; and

WHEREAS, GET is the local and regional provider of publicly owned transit systems serving the Bakersfield Large Urbanized Area (UZA); and

WHEREAS, Kern COG and GET desire to establish the basic structure for cooperative planning and decision-making for transit planning, and programming pursuant to the above requirements.

AGREEMENT:

1. Limitation of Statutory Construction. Nothing in this MOU shall be construed to interfere with the authority, under any State law in effect on the date of the enactment of Section 134 of Title 23 U.S.C, of a public agency with the multimodal transportation responsibilities to develop:

- a. Plans and programs for adoption by a metropolitan planning organization; and
- b. Develop long-range capital plans, coordinate transit services, and projects, and carry-out other activities pursuant to State law.

2. Kern region-wide Transit Coordination. Kern COG and GET agree to work cooperatively with each other and with other public and private transit providers, and local governmental agencies to ensure the provision of coordinated, cost-effective, region-wide transit services. Such coordination includes, to the extent feasible, fares; operating service agreements; past policies; transit information and marketing; schedule and service coordination; capital needs; shared passenger facilities; consolidation of data to meet periodic reporting requirements; and other activities as agreed upon by the parties.

3. Planning. Kern COG and GET shall coordinate, to the extent feasible, planning efforts and studies as required by state and federal laws. This coordination shall include but not be limited to:

3.1 Overall Work program: In accordance with state and federal requirements, Kern COG annually prepares, adopts, and updates an Overall Work Program (OWP) describing regional planning activities. The OWP identifies Kern COG's regionally significant planning activities of the State, transit operators, local governments, and completes an integrated, comprehensive program document. GET agrees to annually prepare a list of regionally significant transit-related planning studies for the future that includes:

- a. A brief description of said studies by June 30th annually.
- b. A detailed description of said studies by January 1st of the following year.

Examples of regionally significant transit studies include preparation and update of Short-range Transit Plans (TDPs), Long-range Transit Plans (LRTPs), operational studies that may involve inter-city transit connections, and other joint changes that may affect the coordination and efficiency of local and regional transit services within the region.

3.2 Short-range Transit Plan: In accordance with Title 23, Section 450 of the United States Code planning regulations and Federal Transit Administration (FTA) guidance, GET will prepare an annual update of three (3) year short-range plan each year to support financial and operational decision-making in the transit planning and programming process. Consistent with the short-range transit plan, GET will provide a draft list of projects for federal transit funding. The list shall:

a. Identify and describe the scope of specific projects that will respond to ongoing and increased transit demands found through the Short-range Transit Planning process and other related studies. As a part of the planning process, the needs of those represented under the Americans with Disabilities Act (ADA) must be recognized and addressed. The Kern region is designated along with the rest of the San Joaquin Valley Air Basin as a nonattainment area for ozone and particulate matter under 10 microns (PM-10). Therefore, air quality conformity analysis, with sufficient detail in design, concept, and scope, performed by Kern COG, must be included in the planning process.

b. Provide quantitative information supporting the project's basis for responding to transit needs.

c. Identify the amount and type of federal and non-federal funds required to support the project for each year in the plan, including recognition of all discretionary funding estimates for the Federal Transportation Improvement Plan (FTIP).

3.3 Long-range Transit Plan: GET will develop a Long-range Transit Plan. The Long-range Plan will assess the transportation needs of GET and sets forth improvements necessary to address those needs over approximately a twenty (20) year period; it will be updated every three years to be consistent with the Short-range Transit Plan.

In accordance with Title 23, Section 450 of the United States Code planning regulations and Federal Transit Administration (FTA) guidance, the plan at a minimum will address the following:

- a. Existing transit framework;
- b. Trends and projections;
- c. Market framework;
- d. System improvement strategies with time frames;
- e. Resource/funding framework; and
- f. Public participation.

3.4 Planning Assistance: The need to prepare short and long-range plans for the development of sound financial and operational decisions in the transportation planning and programming process is essential. Comprehensive planning is required to establish and maintain the public transportation planning documents. This input includes, but is not limited to, the following:

a. Obtain and analyze data from various sources to develop concrete demographic growth and use assumptions for the purpose of public transportation forecasting and development.

b. Assist in securing funds to conduct public transportation-demand studies and in-depth analysis; and

c. Assist GET in obtaining state and federal funding of projects consistent with Kern COG's Regional Transportation Plan.

3.5 Regional Transportation Plan (RTP): to comply with USC 23 CFR 450, Subpart C, Section 322, Kern COG will prepare a Regional Transportation Plan, hereinafter referred to as the RTP, which meets the requirements of Californian Government Code Section 65080 et. Seq. and the most current Californian Transportation Commission's (CTC) Regional Transportation Planning Guidelines. Kern COG agrees to derive from GET's Short-range Transit Plan(s) as a starting point for a long-range projection of public transit and paratransit components of the RTP within the GET transit service area. The RTP itself updated every four (4) years, will be directed at achieving a coordinated and balanced regional transportation system. The RTP will be developed with the full cooperation and participation of all affected or interested agencies, including GET, air quality agencies, Caltrans, the public and private sectors.

Any RTP provision proposed to achieve a coordinated regional transit that necessitates an amendment to GET's Short-range Transit Plan (SRTP) will be identified and referred to GET for their consideration prior to adoption or amendment of the RTP. GET may choose to amend its SRTP to achieve consistency with proposed RTP provisions, or not pursue said amendment for the near term horizon of the local Plan.

3.6 Regional and Federal Transportation Improvement Programs: Kern COG is responsible for the periodic development, endorsement, and amendment of both a Regional Transportation Improvements Plan (RTIP) and a Federal Transportation Improvement Program (FTIP), pursuant to state and federal requirements, respectively.

a. Kern COG agrees that the RTIP/FTIP will be prepared cooperatively on a fair and equitable basis with GET and all public agencies eligible to receive project funding.

b. GET agrees to report to Kern COG a listing of projects for which federal funds were obligated in the previous fiscal year October 1st of every year.

c. Kern COG agrees to include in the RTIP/FTIP projects recommended by GET which relate to FTA Sections 5307 and 5339 subject to provisions of this MOU, and subject to a finding by Kern COG of consistency with adopted SRTP's and the most recently adopted RTP.

4. State of Good Repair- Transit Asset Management (TAM): The Federal Transit Administration continues to advance efforts to implement a performance-based approach to planning. The Moving Ahead for Progress in the 21st Century Act of 2012 (MAP-21) requires the FTA and Federal Highway Administration (FHWA) to develop a performance-driven and outcome-based program that provides a greater level of transparency and accountability, improved project decision making, and more efficient investment of Federal transportation funds. The Bipartisan Infrastructure Investment and Jobs Act of 2021 (IIJA) further affirmed the tradition of performance management through its Transit Asset Management (TAM) Plan requirement. Information on preparation of Tier I and Tier II TAM Plans may be viewed on this Internet link: <https://www.transit.dot.gov/TAM/TAMPlans>

The Planning Rule requires each Metropolitan Planning Organization to establish targets for GET no later than 180 days after the date on which the relevant State or provider of public transportation establishes its performance targets for GET. (See Attachment No. 1 for State of Good Repair – Transit Asset Management relevant CFRs.)

5. Programming. Kern COG and GET shall coordinate, to the extent feasible, programming efforts and studies as required by state and federal. This coordination shall include but not be limited to:

5.1 Programming Criteria: Kern COG and GET will employ the following selection criteria to establish priorities for urban transit funding:

- a. Maintenance of existing service levels;
- b. Project purpose and need;
- c. Anticipated benefits (including mobility and air quality);
- d. Degree of improvement to transit system performance;
- e. Air quality benefits;
- f. Cost-effectiveness of transit improvements; and
- g. Leveraging other funding sources.

Prior to the preparation of the initial Program of Projects (POP) as specified in Section 5.3 below GET shall establish definitions, performance measures, protocols, and methodologies for ranking prospective transit projects using each of the seven programming criteria listed above.

5.2 Section 5307, and 5310 Programming: Pursuant to Part 450, Subpart C, Sections 424.326 and 328, the selection of federally funded projects for implementation in metropolitan areas shall be carried out, from the approved transportation improvement program, by;

- a. In the case of projects under Title 23, the State; or
- b. In the case of projects under Chapter 53 of Title 49, the designated transit funding recipients; and
- c. In cooperation with Kern COG.

5.3 Program of Projects (POP): By mid-October of each year, GET shall prepare and adopt a "Program of Projects" (POP) consistent with the requirements of Title 49 U.S.C. Section 5307 (c) (1) through (7). As part of this process GET will:

a. Make available to the public, and all parties to this MOU, information concerning a number of funds available under the Urbanized Area Formula Program of the Projects (POP) that the recipients propose to undertake with such funds;

b. Develop a list of candidate activities proposed to be financed, in consultation with Kern COG and GET, interested parties, including qualifying private transportation providers;

c. Bring the draft POP to the transit advisory committees for Kern COG and incorporate their feedback;

d. Prepare a description of the proposed POP in sufficient detail as to afford affected citizens, private transportation providers, and, as appropriate, local elected officials, an opportunity to examine the proposed POP and submit comments on such projects, whether local or regional in nature;

e. GET publishes public hearing notices in local print media and obtain the views of residents, agencies, and interested organizations on the proposed POP in accordance with

GET's adopted Public Participation Plan guidelines; those notices will be issued per the FTA guidelines on public participation;

f. Ensure that the proposed POP provides for the coordination of transit services assisted by the Large Urbanized Area Formula Program and the transportation services assisted by other Federal sources for optimal use of funding available to the urbanized area;

g. Consider comments and views received, from GET and their advisory bodies, Kern COG, and its regional advisory committees, interested organizations, and the general public as well as those of private transportation providers, in preparing the final Pop; and

h. Make the final adopted POP available to the public and forward it to Kern COG for incorporation (or rejection) in the FTIP by December of each year.

5.4 Incorporation of Rejection in the FTIP: Kern COG will include all POP projects nominated from the annual urbanized area allocation in its entirety in the FTIP unless Kern COG finds that:

a. The POP is inconsistent with the planning and programming process (Section 5.3) and criteria (Section 5.1) in this MOU; or

b. There are insufficient funds to implement the POP based on the Federal apportionment; or

c. The POP is inconsistent with the RTP and/or adopted GET's transit plans.

If Kern COG proposes to reject the POP, it will provide notice to GET not later than 30 days after it receives the POP. Kern COG's Executive Director shall provide notice by letter; the notice does not require formal Board action. At a minimum, said letter shall specify which of the three findings noted above form the basis for rejection of the POP and shall describe how a proposed project or projects fail to be consistent with said finding(s). Whenever Kern COG rejects the POP, GET may submit a new POP. Unless the new POP is rejected in the same manner, it will be incorporated into the FTIP as an FTIP Amendment.

5.5 Committees: The following committees, as established, shall be staffed by GET.

a. Kern COG's Transportation Technical Advisory Committee (TTAC) made of sixteen (16) voting staff members and shall include one (1) representative from Kern COG and one (1) representative from the Air Pollution Control District as ex-officio members.

b. Kern COG's Social Service Transportation Advisory Committees made of eleven (11) voting members: One (1) assigned a representative from GET.

c. Kern COG's Transit Operator's Committee made of twelve (12) voting members and one (1) assigned a representative from GET.

d. Kern COG's Regional Planning Advisory Committee (RPAC) made of sixteen (16) voting members (which includes a representative from Golden Empire Transit District and Caltrans District and shall include three (3) at large members and two (2) permanent ex-officio non-voting members consisting of the Executive Officer of the Local Agency Formation Commission (LAFCO) and the President/CEO of the Kern Economic Development Corporation (KEDC) of his/her designated representative.

e. Kern COG's Transportations Planning Policy Committee and of fourteen (14) voting members: One voting member from GET Board of Directors.

5.6 Disputes: Negotiations regarding the allocation of funds by the GET Board of Directors shall be conducted in good faith.

Once Kern COG has approved a draft POP if a dispute involving one or more project's failure to be consistent with findings (a), (b), and (c) listed in Section 5.4 (inclusive of programming criteria listed in Section 5.1), the dispute shall be forwarded to Kern COG's TTAC for review and recommendation. The recommendation of Kern COG's TTAC shall be forwarded to the GET's Board of Directors for review and potential revision of the area POP. GET will consider the recommendations of the Kern COG's TTAC and choose to either incorporate or not incorporate the Committee's recommendations, it shall provide Kern COG with specific findings and rationale for this decision.

Kern COG shall consider the recommendations of the GET's Board of Directors and also the recommendations of the Kern COG's TTAC when disputes have not been resolved. Based upon those considerations, Kern COG shall make a final determination of POP consistency with the adopted RTP, and that decision shall be final.

5.7 Progress Reporting: Kern COG will be responsible for tracking the overall progress of all projects in the FTIP and will produce a mid-year report for review by the Kern COG Board of Directors, which identifies those transit projects that have been approved for funding and implementation and those that are behind schedule. In addition, per the Federal Surface Transportation Act, Kern COG will produce an annual listing of projects for which federal funds have been approved in the preceding year and will ensure that it is made available for public review.

GET will assist Kern COG's effort to track the overall progress receiving federal funds. At a minimum, the report will include:

- a. Project identification and correlation to individual categories as identified categories identified in the FTIP (e.g. Operations, Planning, Capital Purchases, Facility Maintenance, and Planning);
- b. Document the stage of project development;
- c. If a project is behind schedule, the reasons for the delay;
- d. Status of all federal funds obligated, received and used to support the project, and
- e. Identify the need for an FTIP amendment.

In addition to monitoring project deployment, GET will provide Kern COG with a copy of all documents and products produced as the result of all planning activities exercised thirty (30) days after the end of each fiscal year. These results will be used by Kern COG to ensure that 5307 funds were used according to FTA's guidelines and requests.

5.8 FTIP Amendments: Kern COG's Executive Director will exercise the authority delegated to process minor administrative amendments, for example, changes in the source of funds and shifting of federal funds between project phases within the four-year element of the FTIP. As a part of the quarterly progress report, or deemed sooner by GET, GET will alert Kern COG about the need for amending the FTIP. In general, FTIP amendments are adopted for issues such as funding shortfalls, delays in project deployment and/or for new projects that need to be included

in the document. Other controls may need to be established to foster consistent communication to ensure the FTIP is amended in a timely fashion.

6. Labor Standards. Pursuant to Title 49, Section 5333(b)(A) through Section 5333(b)(2)(F), Kern COG and GET shall ensure that interests of employees affected by the assistance of federal funds shall be protected under arrangements of the Secretary of Labor concluded to be fair and equitable. These rights include the preservation of rights, privileges, and benefits under existing collective bargaining agreements, the continuation of collective bargaining rights, the protection of individual employees of acquired mass transportation systems, the priority of reemployment, and paid training or retraining.

7. MOU Amendment: This MOU may not be amended except by the written consent of both parties.

8. MOU Termination: Either party, upon thirty (30) days written notification to the other, may terminate this MOU without liability of any nature.

IN WITNESS WHEREOF, the parties hereto have caused this MEMORANDUM OF UNDERSTANDING to be executed by their officers and agents thereunto duly authorized ON THE DAY AND YEAR FIRST WRITTEN.

GET:

KERN COUNCIL OF GOVERNMENTS:


Cindy Parra, Chair
GET

Bob Smith, Chair
Kern Council of Governments

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:


Karen King, Chief Executive Officer
GET

Ahron Hakimi, Executive Director
Kern Council of Governments

APPROVE AS TO FORM:

APPROVE AS TO FORM:


James Worth, Attorney
GET

Brian Van Wyk, Deputy
Kern County Counsel

ATTACHMENT NO. 1

Bipartisan Infrastructure Investment and Jobs Act (IIJA) of 2021 provides guidance for transit operators eligible to receive federal transit funds through the 5307 and 5339 program to report the condition of vehicles, facilities, and equipment through the State of Good Repair and Transit Asset Management Plan reporting. The reporting responsibilities are contained in the below Code of Federal Regulations (CFRs).

23 CFR 450.306 – **Scope of the metropolitan transportation planning process**

(a) To accomplish the objectives in CFRs 450.300 and 450.306(b), metropolitan planning organizations designed under CFR 450.310, in cooperation with the State and public transportation operators, shall develop long-range plans and TIPs through a performance-driven, outcome-based approach to planning for metropolitan areas of the State.

(b) The metropolitan transportation planning process shall be continuous, cooperative, and comprehensive, and provide for consideration and implementation of projects, strategies, and services that will address the following 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 stormwater impacts of surface transportation; and
- (10) Enhance travel and tourism.

(c) Consideration of the planning factors in paragraph (b) of this section shall be reflected, as appropriate, in the metropolitan transportation planning process. The degree of consideration and analysis of the factors should be based on the scale and complexity of many issues, including transportation system development, land use, employment, economic development, human and

natural environment (including Section 4(f) properties as defined in 23 CFR 774.17), and housing and community development.

(d) Performance-based approach.

(1) The metropolitan transportation factors planning process shall provide for the establishment and use of a performance-based approach to transportation decisionmaking to support the national goals described in 23 U.S.C. 150(b) and the general purposes described in 49 U.S.C. 5301 (c).

(2) Establishment of performance targets by metropolitan planning organizations.

(i) The metropolitan planning organization shall establish performance targets that address the performance measures or standards established under 23 CFR part 490 (where applicable), 49 U.S.C. 5326 (c), and 49 U.S.C. 5329 (d) to use in tracking progress toward attainment of critical outcomes for the region of the metropolitan planning organization.

(ii) The selection of targets that address performance measures described in 23 U.S.C. 150 (c) shall be in accordance with the appropriate target setting framework established at 23 CFR part 490 and shall be coordinated with the relevant State(s) to ensure consistency, to the maximum extent practicable.

(iii) The selection of performance targets that address performance measures described in 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d) shall be coordinated, to the maximum extent practicable, with public transportation providers to ensure consistency with the performance targets that public transportation providers establish under 49 U.S.C. 5326(c) and 49 U. S. C. 5329(d).

(3) Each MPO shall establish the performance target under paragraph (d)(2) of this section not later than 180 days after the date on which the relevant State or provider of public transportation establishes the performance targets.

(4) An MPO shall integrate into the metropolitan transportation planning process, directly or by reference, the goals, objectives, performance measures, and targets described in other State transportation plans and transportation processes, as well as any plans developed under 49 U.S.C. chapter 53 by providers of public transportation, required as part of a performance-based program including:

(i) The State asset management plan for the NHS, as defined in 23 U.S.C. 119(e) and the Transit Asset Management Plan, as discussed in 49 U.S.C. 5326;

(ii) Applicable portions of the HSIP, including the SHSP, as specified in 23 U.S.C. 148;

(iii) The Public Transportation Agency Safety Plan in 49 U.S.C. 5329(d);

(iv) Other safety and security planning and review processes, plans, and programs, as appropriate;

- (v) The Congestion Mitigation and Air Quality Improvement Program performance plan in 23U.S.C. 149(i), as applicable;
- (vi) Appropriate (metropolitan) portions of the State Freight Plan (MAP-21 section 1118);
- (vii) The congestion management process, as defined in 23 CFR 450.322, if applicable; and
- (viii) Other State transportation plans and transportation processes required as part of a performance-based program.

23 CFR 450.314 – Metropolitan planning agreements.

(a) The MPO(s), the State(s), and the providers of public transportation shall cooperatively determine their mutual responsibilities in carrying out of the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO(s), the State(s), and the providers of public transportation serving the MPA. To the extent possible, a single agreement among all responsible parties should be developed. The written agreement(s) shall include specific provisions for the development of financial plans that support the metropolitan transportation plan (see 23 CFR 450.324) and the metropolitan TIP (see 23 CFR 450.334).

(b) The MPO(s), the State(s), and the providers of public transportation should periodically review and update the agreement, as appropriate, to reflect effective changes.

(c) If the MPA does not include the entire nonattainment or maintenance area, there shall be a written agreement among the State department of transportation, State air quality agency, affected local agencies, and the MPO(s) describing the process for cooperative planning and analysis of all projects outside the MPA within the nonattainment or maintenance area. The agreement must also indicate how the total transportation-related emissions for the nonattainment or maintenance area, including areas outside the MPA, will be treated for the purposes of determining conformity in accordance with the EPA's transportation conformity regulations (40 CFR part 93, subpart A). The agreement shall address policy mechanisms for resolving conflicts concerning transportation-related emissions that may arise between the MPA and the portion of the nonattainment or maintenance area outside the MPA.

(d) In nonattainment or maintenance areas, if MPO is not the designated agency for air quality planning under section 174 of the Clean Air Act (42 U.S.C. 7504), there shall be a written agreement between the MPO and the designated air quality planning agency describing their respective roles and responsibilities for air quality transportation planning.

(e) The MPO(s), State(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see 23 CFR 450.306(d)), and the collection of data for the State asset management plans for the NHS for each of the following circumstances: When one MPO serves a UZA, when more than one MPO serves a UZA, and when an MPA includes a UZA that has been designated as a TMA as well as a UZA that is not a TMA. These provisions shall be documented either as part of the metropolitan planning

agreements required under paragraphs (a), (e), and (g) of this section or documented it in some other means outside of the metropolitan planning agreements as determined cooperatively by MPO(s), State(s), and providers of public transportation.

23 CFR 450.324 – Development and content of the metropolitan transportation plan.

(a) The metropolitan transportation planning process shall include the development of a transportation plan addressing no less than a 20-year planning horizon as of the effective date. In formulating the transportation plan, the MPO(s) shall consider factors described in 23 CFR 450.306 as the factors related to a minimum 20-year forecast period. In nonattainment and maintenance area, the effective date of the transportation plan shall be the date of a conformity determination issued by the FHWA and the FTA. In attainment areas, the effective date of the transportation plan shall be its date of adoption by the MPO(s).

(b) The transportation plan shall include both long-range and short-range strategies/actions that provide for the development of an integrated multimodal transportation system (including accessible pedestrian walkways and bicycle transportation facilities) to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand.

(c) The MPO(s) shall review and update the transportation plan every 4 years in air quality nonattainment and maintenance areas and at least every 5 years in attainment areas to confirm the transportation plan's validity and consistency with current and forecasted transportation and land use conditions and trends and to extend the forecast period to at least a 20-year planning horizon. In addition, the MPO(s) may revise the transportation plan at any time using the procedures in this section without a requirement to extend the horizon year. The MPO(s) shall approve the transportation plan (and any revisions) and submit it for information purposes to the Governor. Copies of any updated or revised transportation plans must be provided to the FHWA and the FTA.

(d) In metropolitan areas that are in nonattainment for ozone or carbon monoxide, the MPO(s) shall coordinate the development of the metropolitan transportation plan with the process for developing transportation control measures (TCMs) in a State Implementation Plan (SIP).

(e) The MPO(s), the State(s), and the public transportation operator(s) shall validate data used in preparing other existing modal plans for providing input to the transportation plan. In updating the transportation plan, the MPO(s) shall base the update on the latest available estimates and assumptions for population, land use, travel, employment, congestion, and economic activity. The MPO(s) shall approve transportation plan contents and supporting analyses produced by a transportation plan update.

(f) The metropolitan transportation plan shall at a minimum, include:

(1) The current and projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan.

(2) Existing and proposed transportation facilities (including major roadways, public transportation facilities, intercity bus facilities, multimodal and intermodal facilities, non-motorized transportation facilities (e.g., pedestrian walkway and bicycle facilities), and intermodal connectors) that should function as an integrated metropolitan transportation system, giving emphasis to those facilities that serve important national and regional transportation functions over the period of the transportation plan.

(3) A description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 CFR 450.306(d).

(4) A system performance report and subsequent updates evaluating the condition and performance of the transportation system with respect to the performance targets described in 23 CFR 450.306(d), including:

(i) Progress achieved by the metropolitan planning organization in meeting the performance targets in comparison with the system performance recorded in previous reports, including baseline data; and

(ii) For metropolitan planning organizations that voluntarily elect to develop multiple scenarios, an analysis of how the preferred scenario has improved the conditions and performance of the transportation system and how changes in local policies and investments have impacted the costs necessary to achieve the identified performance targets.

(5) Operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility congestion and maximize the safety and mobility of people and goods.

(6) Consideration of the results of the congestion management process in TMAs that meet the requirements of this subpart, including the identification of SOV projects that result from a congestion management process in TMAs that are nonattainment for ozone or carbon monoxide.

(7) Assessment of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure, provide for multimodal capacity increases based on regional priorities and needs and reduce the vulnerability of the existing transportation infrastructure to natural disasters. The metropolitan transportation plan may consider projects and strategies that address areas or corridors where current or projected congestion threatens the efficient functioning of key elements of the metropolitan area's transportation system.

(8) Transportation and transit enhancement activities, including consideration of the role that intercity buses may play in reducing congestion, pollution, and energy consumption in a cost-effective manner and strategies and investments that preserve and enhance intercity bus systems, including systems that are privately owned and operated, and including transportation alternatives, as defined in 23 U.S.C. 101.(a), and associated transit improvements, as described in 49 U.S.C. 5302(a), as appropriate.

(9) Design concept and design scope descriptions of all existing and proposed and proposed transportation facilities in sufficient detail, regardless of funding source, in nonattainment and maintenance areas for conformity determination under the EPA's transportation conformity regulations (40 CFR part 93, subpart A). In all areas (regardless of air quality designation), all proposed improvements shall be described in sufficient detail to develop cost estimates.

(10) A discussion of types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential

to restore and maintain the environmental functions affected by the metropolitan transportation plan. The discussion may focus on policies, programs, or strategies, rather than at the project level. The MPO(s) shall develop the discussion in consultation with applicable Federal, State, and Tribal land management, wildlife, and regulatory agencies. The MPO(s) may establish reasonable timeframes for performing this consultation.

(11) A financial plan that demonstrates how the adopted transportation plan can be implemented.

(i) For purposes of transportation system operations and maintenance, the financial plan shall contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain the Federal-aid highways (as defined by 23 U.S.C. 101(a)(5) and public transportation (as defined by title 49 U.S.C. Chapter 53)

(ii) For the purpose of developing the metropolitan transportation plan, the MPO(s), public transportation operator(s), and State shall cooperatively develop estimates of funds that will be available to support metropolitan transportation plan implementation, as required under 23 CFR 450.314(a). All necessary financial resources from public and private sources that are reasonably expected to be made available to carry out the transportation plan shall be identified.

(iii) The financial plan shall include recommendations on any additional financing strategies to fund projects and programs included in the metropolitan transportation plan. In the case of new funding sources, strategies for ensuring their availability shall be identified. The financial plan may include an assessment of the appropriateness of innovative finance techniques (for example, tolling, pricing, bonding, public private partnerships, or other strategies) as revenue sources for projects in the plan.

(iv) In developing the financial plan, the MPO(s) shall take into account all projects and strategies proposed for funding under title 23 U.S.C., title 49 U.S.C. Chapter 53 or with other Federal funds; State assistance; local sources; and private participation. Revenue and cost estimates that support the metropolitan transportation plan must use an inflation rate(s) to reflect "year of expenditure dollars," based on reasonable financial principles and information, developed cooperatively by the MPO(s), State(s), and public transportation operator(s).

(v) For outer years of the metropolitan transportation plan (i.e., beyond the first 10 years), the financial plan may reflect aggregate cost ranges/cost bands, as long as the future funding source(s) is reasonably expected to be available to support the projected cost range/cost bands.

(vi) For nonattainment and maintenance areas, the financial plan shall address the specific financial strategies required to ensure the implementation of TCMs in the applicable SIP.

(vii) For illustrative purposes, the financial plan may include additional projects that would be included in the adopted transportation plan if additional resources beyond those identified in the financial plan were to become available.

(viii) In cases that the FHWA and the FTA find a metropolitan find a metropolitan transportation plan to be fiscally constrained and a revenue source is subsequently removed or substantially reduced (i.e., by legislative or administrative actions), the FHWA and the FTA will not withdraw the original determination of fiscal constraint; however, in such cases, the FHWA and the FTA will not act on an updated or amended metropolitan transportation plan that does not reflect the changed revenue situation.

(12) Pedestrian walkway and bicycle transportation facilities in accordance with 23 U.S.C. 217(g).

(g) The MPO(s) shall consult, as appropriate, with State and local agencies responsible for land use management, natural resources, environmental protection, conservation, and historic preservation concerning the development of the transportation plan. The consultation shall involve, as appropriate:

(1) Comparison of transportation plans with State conservation plans or maps, if available; or

(2) Comparison of transportation plans to inventories of natural or historic resources, if available.

(h) The metropolitan transportation plan should integrate the priorities, goals, countermeasures, strategies, or projects for the metropolitan planning area contained in the HSIP, including the SHSP required under 23 U.S.C. 148, the Public Transportation Agency Safety Plan required under 49 U.S.C. 5329(d), or an Interim Agency Safety Plan in accordance under 49 CFR part 659, as in effect until completion of the Public Transportation agency Safety Plan, and may incorporate or reference applicable emergency relief and disaster preparedness plans and strategies and policies that support homeland security, as appropriate, to safeguard the personal security of all motorized and non-motorized users.

(i) An MPO may while fitting the needs and complexity of its community, voluntarily elect to develop multiple scenarios for consideration as part of the development of the metropolitan transportation plan.

(1) An MPO that chooses to develop multiple scenarios under this paragraph (i) is encouraged to consider:

(i) Potential regional investment strategies for the planning horizon;

(ii) Assumed distribution of population and employment;

(iii) A scenario that, to the maximum extent practicable, maintains baseline conditions for the performance areas identified in 23 CFR 405.306(d) and measures establish under 23 CFR part 490;

(iv) A scenario that improves the baseline conditions for as many of the performance measures identified in 23 CFR 450.306(d) as possible;

(v) Revenue constrained scenarios based on the total revenues expected to be available over the forecast period of the plan; and

(vi) Estimated costs and potential revenues available to support each scenario.

(2) In addition to the performance areas identified in 23 U.S.C. 150(c), 49 U.S.C. 5326(c), and 5329(d), and the measures established under 23 CFR part 490, MPOs may evaluate scenarios developed under this paragraph using locally developed measures.

(j) The MPO(s) shall provide individuals, affected public agencies, representatives of public transportation employees, public ports, freight shippers, providers of freight transportation services, private providers of transportation (including intercity bus operators, employer-based commuting programs such as a carpool program, vanpool program, transit benefit program, parking cashout program, shuttle program, or telework program), representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with a reasonable opportunity to comment on the transportation plan using the participation plan developed under 23 CFR 450.316(a).

(k) The MPO(s) shall publish or otherwise make readily available the metropolitan transportation plan for public review, including (to the maximum extent practicable) in electronically accessible formats and means, such as the World Wide Web.

(l) A State or MPO is not required to select any project from the illustrative list of additional projects included in the financial plan under paragraph (f)(11) of this section.

(m) In nonattainment and maintenance areas for transportation-related pollutants, the MPO(s), as well as the FHWA and the FTA, must make a conformity determination on any updated or amended transportation plan in accordance with the Clean Air Act and the EPA transportation conformity regulations (40 CFR part 93, subpart A). A 12-month conformity lapse grace will be implemented when an area misses an applicable deadline, in accordance with the Clean Air Act and the transportation conformity regulations (40 CFR part 93, subpart A). At the end of this 12-month grace period, the existing conformity determination will lapse. During a conformity lapse, MPOs can prepare an interim metropolitan transportation plan as a basis for advancing projects that are eligible to proceed under a conformity lapse. As interim metropolitan transportation plan consisting of eligible projects from, or consistent with, the most recent conforming transportation plan and TIP may proceed immediately without revisiting the requirements of this section, subject to interagency consultation defined in 40 CFR part 93, subpart A. An interim metropolitan transportation plan containing eligible projects that are not from, or consistent with, the most recent conforming transportation plan and TIP must meet all the requirements of this section.

23 CFR 450.326 (C & D) – Development and content of the transportation improvement program (TIP)

(c) The TIP shall be designed such that once implemented, it makes progress toward achieving the performance targets established under 23 CFR 450.306(d).

(d) The TIP shall include, to the maximum extent practicable, a description of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, linking investment priorities to those performance targets.

23 CFR 450.340 – Phase-in of new requirements

(a) Prior to May 27, 2018, an MPO or MPO(s) may adopt a metropolitan transportation plan that has been developed using the SAFETEA-LU requirements of the provisions and requirements of this part. On or after May 27, 2018, an MPO or MPOs may not adopt a metropolitan transportation plan that has not been developed according to the provisions and requirements of this part.

(b) Prior to May 27, 2018 (2 years after the publication date of this rule), FHWA/FTA may determine the conformity of, or approve as part of a STIP, a TIP that has been developed using SAFETEA-LU requirements or the provisions and requirements of this part. On or after May 27, 2018 (2 years after the publication date of this rule), FHWA/FTA may only determine the conformity of, or approve as part of a STIP, a TIP that has been developed according to the provisions and requirements of this part, regardless of when the MPO developed the TIP.

(c) On and after May 27, 2018 (2 years after the issuance of this rule), the FHWA and the FTA will take action (i.e., conformity determinations and STIP approvals) on an updated or amended TIP developed under the provisions of this part, even if the MPO has not yet adopted a new metropolitan transportation plan under the provisions of this part, as long as the underlying transportation planning process is consistent with the requirements in the MAP-21.

(d) On or after May 27, 2018 (2 years after the publication date of this rule), an MPO may make an administrative modification to a TIP that conforms to either the SAFETEA-LU or to the provisions and requirements of this part.

(e) Two years from the effective date of each rule establishing performance measures under 23 U.S.C. 150(c), 49 U.S.C. 5326, and 49 U.S.C. 5329, FHWA/FTA will only determine the conformity of or approve as part of a STIP, a TIP that is based on a metropolitan transportation planning process that meets the performance-based planning requirements in this part and in such a rule.

(f) Prior to 2 years from the effective date of each rule establishing performance measures under 23 U.S.C. 150(c), 49 U.S.C. 5326, or 49 U.S.C. 5329, MPO may adopt a metropolitan transportation plan that has been developed using the SAFETEA-LU requirements or the performance-based planning requirements of this part and in such a rule. Two years on or after the effective date of each rule establishing performance measures under 23 U.S.C. 150 (c), 49 U.S.C. 5326, or 49 U.S.C. 5329, an MPO may only adopt a metropolitan transportation plan that has been developed according to the performance-based provisions and requirements of this part and in such a rule.

(g) A newly designated TMA shall implement the congestion management process described in 23 CFR 450.322 within 18 months of designation.

(h) [Reserved by 82 FR 56545]



III. E. COG

January 18, 2024

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Susanne Campbell
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. E.
Kern COG's 2023 Regional Award of Merit Ceremony

DESCRIPTION:

Announcement of the 2023 Regional Awards of Merit recipients.

DISCUSSION:

Kern Council of Governments will honor 15 individuals and programs for making significant contributions to this area's quality of life through innovative, cooperative efforts during its annual Regional Awards Program on March 7, 2024.

The winners, divided among nine broad categories, are:

Award of Merit for Local Government

Scott Taylor – Lamont Public Utility District

Award for Community Involvement

City of Tehachapi – Tehachapod

Taft Union High School – Oil Technology Academy

Award of Merit for Transportation

Kevin Harmon – City of Shafter

Richard A. Maxwell Award for Public Safety

City of Bakersfield – Neighborhood Traffic Calming Program

Charlie Fivecoat – City of Wasco

Ken Volpe Environmental Resources and Conservation

Marcos Rodriguez – Bakersfield City School District, Delano Union School District,
Bakersfield College

Award of Merit for Innovation

Janet Sanders GET Bus 50th Anniversary!

Darrel Hildebrand Distinguished Leadership

Elected Official: State Senator Shannon Groves – HWY. 58 Truck Climbing Lane

Public Official: Eric Ziegler – City of Maricopa

Ronald E Brummet - Lifetime Achievement

Elected Official: Arthur Armendariz – Delano HS Board of Trustees, Member
Statewide Latino School Board

Public Official: Dr. Bryon Schaefer – Kern High School District

Private Citizen: Regina Houchin – Buttonwillow Water District

Chairman's Award of Regional Cooperation

Dr. Mary Barlow – Kern County Superintendent of Schools

Kern COG is celebrating 32 years of recognizing those programs and people in our region whose ideas and hard work have made life in Kern County better for us all.

The awards banquet will be held beginning at 5:30 p.m. Thursday, March 7, 2024, at Seven Oaks Country Club, 2000 Grand Lakes Ave., Bakersfield, Calif. 93311. Cost is \$65 per person, which includes a two-entree dinner buffet.

Reservations are due by noon February 29, 2024, by calling 661-635-2903 or emailing regionalaward@kerncog.org. No money will be accepted at the door.

ACTION:

Information.



III. F. COG

January 18, 2024

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Irene Enriquez, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. F.
EV Ready Communities Agreement between Kern COG and Project Clean Air, Inc. as funded by
the California Energy Commission ARV-20-0101

DESCRIPTION:

EV Ready Communities agreement between Kern COG and Project Clean Air (PCA) Inc. to provide program management for the Kern Electric Vehicle Ready Communities grant. County Counsel has been provided the agreement for review.

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. The Scope of Work comprises the installation of charging stations throughout Kern County, workforce development, , conducting outreach to increase EV awareness, data collection and analysis, hire a consultant to complete program management, reporting, and outreach tasks and updating the 2019 Kern EVCS Blueprint by producing a 2024 Kern EVCS Blueprint.

In providing project management, PCA Inc. will address the following key technical objectives.

- Assist with the implementation of the Kern Electric Vehicle Ready Communities project
- Support site hosts in to move station installations forward and data collection for stations
- Share Kern Community College District and EVITP.org course information with the charging site host
- Electric Vehicle charging station site host outreach
- Assist with Kern Electric Vehicle Charging Station Blueprint update
- Coordinate the incorporation of the final eBike Pilot report into the final report

Under the agreement, PCA Inc. will receive \$223,031 to provide program management for Kern Electric Vehicle Ready Communities grant. The start date for the agreement is January 18, 2024, and the termination date is December 31, 2025.

Staff requests approval of the agreement.

ACTION: Approve the Agreement between Kern Council of Governments and PCA Inc.; authorize Chair to sign.
ROLL CALL VOTE.

Kern Council of Governments

1401 19th Streets, Suite 300 Bakersfield CA 93301 661-635-2900 Facsimile 661-324-8215 TTY 661-832-7433 www.kerncog.org

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND
PROJECT CLEAN AIR, INC.

THIS CONTRACT, made and entered into this 18th day of January 2024, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, Project Clean Air, Inc. hereinafter referred to as "Consultant." Kern COG and Consultant are also referred to individually as "Party" and together as "Parties."

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; Exhibit "D" Debarment and Suspension Certification; and Exhibit "E," California Energy Commission terms and conditions 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 joint response with Kern Council of Governments to a grant solicitation by the California Energy Commission (CEC) submitted on November 17, 2020, awarded by the CEC on April 8, 2021 and approved during the CEC Business Meeting on July 14, 2021 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: Rochelle Invina-Jayasiri,
Regional Planner

Consultant: Alley Moyers, Program Manager

III. Term

Time is of the essence in this contract. The term of this contract is January 18, 2024 through December 31, 2025 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 December 31, 2025, are subject to the inclusion and funding agency approval of this project in Kern COG's 2022-2023 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.



IV. Assignability

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

V. Contract Changes

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

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

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$223,031 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 a Work Element yet to be assigned on the FY 2023-24 Overall Work Program, which will be specified in a written notice by Kern COG. Consultant will use the invoice template provided to Kern COG by the CEC. 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. The direct labor rate used must be the actual rate at the time of payment to the employee and must be the 'unloaded' rate, with Fringe Benefits billed on a separate tab of the CEC invoice template.
2. Other Direct Costs: All direct costs billed must be specifically identified in the contract and be supported with receipts documenting the expense. Any travel costs may not exceed the per diem at the CEC approved rates. Any other direct



costs not specifically identified in the contract budget cannot be reimbursed.

3. Cost or Match Share: Cost or Match Share means cash or in-kind (non-cash) donations provided to Consultant by subcontractors or other parties which are used by Consultant in the performance of this Contract.

Total allowable project cost is the sum of the CEC Agreement share and the Kern COG share of the project costs. *Cost share* percentage is calculated by dividing the Kern COG cost share amount by the total allowable project cost. *Match* share percentages calculated by dividing Kern COG's match share by the Agreement share of the project costs.

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, receipts 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", Exhibit "B" 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

Upon written request, Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), the California Energy Commission, and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract.

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

Consultant assumes all responsibility for performance of its work under this Contract. 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 the California Energy Commission Agreement Manager ("CAM"), shall be borne in total by Consultant and not Kern COG or the California Energy Commission ("CEC"). 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 Consultant and/or its subcontractors is deemed by the CEC to have failed the foregoing standard of performance.

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

- Consultant/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. Consultant/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to Kern COG or the CEC;
- In the event that re-performance of a task as required by this Section VIII within the original time limitations is not feasible, CEC shall provide a new schedule for the re- performance of any task ; and
- The CEC shall have the option to direct Consultant/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM. In the event the CEC directs Consultant/Subcontractor not to re-perform a task, the CEC and Kern COG shall negotiate a reasonable settlement with the Consultant for the satisfactory work performed but shall not be required to compensate consultant for work not meeting the customarily accepted standard of skill and care. Consultant may be required to remit funds to CEC even if Consultant has previously been paid; CEC retains the right to deem work unsatisfactory even after payment.

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

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 project status meetings with Kern COG and CEC monthly meetings as required.

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. Notwithstanding the foregoing, Kern COG specifically authorizes Consultant to subcontract with those entities providing Cost or Match Share to this project. 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 contract deliverables, documents and other materials shall, at the option of Kern COG, become its property, provided however, that nothing in this Agreement, including this clause, provides Kern COG with any rights in or to Consultant's technology or modeling. 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 contract deliverables for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 28 CFR 179.9(c) and (d).

XVI. Publication

- A. No contract deliverable 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. No product or report produced as a result of work funded through this agreement shall be represented to be endorsed by the California Energy Commission.
- C. The following acknowledgment of the California Energy Commission must appear on the cover or title page of all final products:

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.

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

Except where indemnification is prohibited by law, 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 found to be negligent, reckless (including intentional wrongdoing) or in violation of the contract. 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 brought on behalf of Consultant's employee, subcontractor or independent arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.



Consultant agrees to indemnify, defend and save harmless the State of California, its officers, agents, and employees from any and all claims and losses accruing or resulting to 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 Consultant in the performance of this Agreement.

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 1185.
- 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. In addition, Consultant shall comply with the Contractor Nondiscrimination and Compliance regulations codified at 2 California Code of Regulations section 11099 et seq. (formerly section 8101 et seq.)

- 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 - A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with Kern COG's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. 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 agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the 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 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the 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 California Business and Professions Code. 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.

XXII. Audits

At any time during normal business hours and upon written request, 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, the California Energy Commission, 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 (including financial records, progress reports, and payment requests) 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, unless Kern COG or the CEC notifies the Consultant, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Consultant agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the CEC. Consultant agrees to include a similar right to audit in any subcontract.

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.

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, California 93301

OR

Marcos Rodriguez
President, Board of Directors
Project Clean Air
4949 Buckley Way, Suite 206
Bakersfield, CA 93309



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.

XXXI. Labor Code Compliance

Consultant acknowledges that it is fully aware of prevailing wage requirements for public works projects as set forth in Article 2 (commencing with section 1770) of Chapter 1, Part 7 of the California Labor Code and agrees to comply with the provisions of that Article to the extent those provisions are applicable to any work conducted under this Agreement. Consultant agrees to indemnify, defend (upon request of Kern COG) and hold Kern COG, its officers, agents, and employees, and CEC harmless from all claims, costs, causes of action, attorney fees, damages, or liability of any kind from the failure of Consultant to comply with prevailing wage requirements or any other requirement of the Labor Code.



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:

Ahron Hakimi, Executive Director
Kern Council of Governments

KERN COUNCIL OF GOVERNMENTS

PROJECT CLEAN AIR, INC.

Bob Smith, Chairman
Board of Directors, Kern "COG"

Marcos Rodriguez
President, Board of Directors

APPROVED AS TO FORM:

Brian Van Wyk, Deputy Kern County Counsel



Exhibit A
Project Clean Air, Inc.
Scope of Work



Attachment C SCOPE OF WORK

TECHNICAL TASK LIST

Task #	Task Name
1	Administration
2	EV Charging Station Installations and Operations
3	Workforce Development
4	Outreach
5	eBike Pilot
6	Miocar electric carshare <i>cancelled</i>
7	Data Collection and Analysis; Operations and Maintenance Information Collection and Analysis or Summary

KEY NAME LIST

<Insert the Task numbers and the Key names for each Task in your Project. Include Key names only if the value of the project would significantly change without those personnel, subcontractors, or partners. Add additional lines as needed. Alternatively, you may delete this table if there are no key names.>

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Alley Moyers/Juli Dean		
2	Oliver Danner		
3	Oliver Danner/Alley Moyers		
4	Oliver Danner/Alley Moyers/Juli Dean		
5	Alley Moyers/Juli Dean		
6	Cancelled		
7			Frontier Energy

GLOSSARY

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

Term/ Acronym	Definition
CAM	Commission Agreement Manager

Term/ Acronym	Definition
Clean Transportation Program	Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
FTD	Fuels and Transportation Division
Kern COG	An applicant awarded a grant under a California Energy Commission solicitation
Consultant	<i>Program Management Consultant selected through this RFP</i>

GLOSSARY

Note: All definitions found in this glossary may be found at the California Energy Commission online glossary at <https://www.energy.ca.gov/resources/energy-glossary>

ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY PROGRAM (ARFVTP) – Also known as the Clean Transportation Program, was created by Assembly Bill 118 (Nunez, Chapter 750, Statutes of 2007), the program with an annual budget of about \$100 million supports projects that develop and improve alternative and renewable low-carbon fuels, improve alternative and renewable fuels for existing and developing engine technologies, expand transit and transportation infrastructures, and establishing workforce training programs, conduct public education and promotion, and create technology centers, among other tasks

CALIFORNIA AIR RESOURCES BOARD (CARB or ARB) - The "clean air agency" in the government of California, whose main goals include attaining and maintaining healthy air quality; protecting the public from exposure to toxic air contaminants; and providing innovative approaches for complying with air pollution rules and regulations.

CALIFORNIA DEPARTMENT OF TRANSPORTATION (Caltrans) - is responsible for the design, construction, maintenance, and operation of the California State Highway System, as well as that portion of the Interstate Highway System within the state's boundaries.

CALIFORNIA ENERGY COMMISSION (Energy Commission) - The state agency established by the Warren-Alquist State Energy Resources Conservation and Development Act in 1974 (Public Resources Code, Sections 25000 et seq.) responsible for energy policy. The Energy Commission's five major areas of responsibilities are:

1. Forecasting future statewide energy needs
2. Licensing power plants sufficient to meet those needs
3. Promoting energy conservation and efficiency measures
4. Developing renewable and alternative energy resources, including providing assistance to develop clean transportation fuels
5. Planning for and directing state response to energy emergencies

CARBON DIOXIDE (CO₂) - A colorless, odorless, non-poisonous gas that is a normal part of the air. Carbon dioxide is exhaled by humans and animals and is absorbed by green growing things and by the sea. CO₂ is the greenhouse gas whose concentration is being most affected directly by human activities. CO₂ also serves as the reference to compare all other greenhouse gases (see carbon dioxide equivalent).

CARBON DIOXIDE EQUIVALENT (CO₂e) - A metric used to compare emissions of various greenhouse gases. It is the mass of carbon dioxide that would produce the same estimated radiative forcing as a given mass of another greenhouse gas. Carbon dioxide equivalents are computed by multiplying the mass of the gas emitted by its global warming potential.

ECONOMIC DEVELOPMENT AGENCIES (EDA) - includes local planning and zoning commissions or boards, community development agencies, and other local agencies and institutions responsible for regulating, promoting, or assisting in local economic development.

ELECTRIC VEHICLE STATION (EVSE) - Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.

ELECTRIC VEHICLES (EV) – A broad category that includes all vehicles that are fully powered by electricity or an electric motor.

GREENHOUSE GASES (GHG) – Any gas that absorbs infra-red radiation in the atmosphere. Greenhouse gases include water vapor, carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), halogenated fluorocarbons (HCFCs), ozone (O₃), perfluorinated carbons (PFCs), and hydrofluorocarbons (HFCs).

NATIONAL RENEWABLE ENERGY LABORATORY (NREL) - The National Renewable Energy Laboratory (NREL), located in Golden, Colorado, is the United States' primary laboratory for renewable energy and energy efficiency research and development.

NREL is the only Federal laboratory dedicated to the research, development, commercialization, and deployment of renewable energy and energy efficiency technologies. **Error! Bookmark not defined.**

ORIGINAL EQUIPMENT MANUFACTURER (OEM) - makes equipment or components that are then marketed by its client, another manufacturer or a reseller, usually under that reseller's own name.

PG&E - The acronym for Pacific Gas and Electric Company an electric and natural gas utility serving the central and northern California region.

PLUG-IN ELECTRIC VEHICLE (PEV) - is a general term for any car that runs at least partially on battery power and is recharged from the electricity grid. There are two different types of PEVs to choose from - pure battery electric and plug-in hybrid vehicles.

PLUG-IN HYBRID ELECTRIC VEHICLE (PHEV) - PHEVs are powered by an internal combustion engine and an electric motor that uses energy stored in a battery. The vehicle can be plugged in to an electric power source to charge the battery. Some can travel nearly 100 miles on electricity alone, and all can operate solely on gasoline (similar to a conventional hybrid).

SOUTHERN CALIFORNIA EDISON (SCE) - one of the nation's largest electric utilities, which delivers power to 15 million people in 50,000 square-miles across central, coastal and Southern California, excluding the City of Los Angeles and some other cities.

SUSTAINABILITY - preserving and enhancing California's people, environment, and prosperity by meeting current needs and improving quality of life without compromising future generations' abilities to meet their needs.

ZERO EMISSION (ZE) - An engine, motor, process, or other energy source, that emits no way products that pollute the environment or disrupt the climate.

ZERO EMISSION VEHICLE (ZEV) - Vehicles which produce no emissions from the on-board source of power (e.g., an electric vehicle).

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 (ARFVTP). 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.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction technologies. Kern County has 77 census tracts (51% of Kern's 151 census tracts) that are determined to be disadvantaged area communities, averaging a CalEnviroscreen 4.0 percentile score of 85.2% indicating they are severely burdened by pollution. Disadvantaged Area Communities (DACs) generally lack private investment and a capacity to develop clean transportation projects. Nonprofits and governments are often overwhelmed and capital-restrained in their efforts to support emission reduction efforts.

Goals of the Agreement:

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

Objectives of the Agreement:

The objectives of this Agreement are to retain a consultant to work closely with the Kern COG EV Ready Communities Program Manager to help with reporting and invoice tasks. The successful proposer will work with as many as ten EV Charging Station sub-recipients to help keep station openings on track, visit the stations in-person to document they are operational and listed on the United States Department of Energy Alternative Fuel Data Center Station Locator, create a template for case studies for each site, ensure compliance with CEC grant requirements, support the review of subrecipient reports and invoices. Additionally, the Program Management Consultant will create a data collection template acceptable to the CEC and Kern COG. Data will be collected from the stations twice over a 12-month period and analyzed. The analysis will be included in a Final Project Report following CEC Guidelines. Operation and maintenance information will be collected from the site hosts and reported each six months following the station openings for a period of 12 months. Additionally, the Program Management Consultant may be asked to complete parts or all of a grant report to the CEC. Other Program Management duties may be requested during the agreement term, as necessary to ensure program success and may include providing a verbal report to the Kern COG Transportation Planning and Policy Committee, Board of Directors, or Kern COG advisory committees.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

As part of this task, the consultant will work with Kern COG Program Manager, staff, and Sub-Recipients for the period January 18, 2024 through December 31, 2025 (approximately 23.5 months). It will be expected that through the course of this agreement, the Program Management Consultant will become highly proficient and knowledgeable of California Energy Commission requirements, Terms and Conditions, reporting tools, budget and invoice requirements, and program goals related to the EV Ready Communities Program and the PRIME agreement.

- *Kern COG staff shall conduct an initial kick-off meeting with the consultant to discuss administration of the agreement including scope, schedule, budget, reporting, and invoicing. The meeting will take place no later than January 25, 2024.*
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions
 - Subcontracts needed to carry out project

- Kern COG's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports
- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report

Task 1.1 Products:

- Updated Schedule of Products
- *Updated List of Match Funds*
- Updated List of Permits
- *Kick-off Meeting Attendance and Meeting Notes; Kern COG provides the agenda*
- *Monthly Call Reports (Feb 2024 to November or December 2025)*
- *Quarterly Reports (April 2024 to October 2025)*
- *Consultant Sub-Agreements*
- *Invoices (as frequently as monthly, no less than quarterly)*
- *Project Schedule*
- *Gantt Chart or another Spreadsheet Schedule (February 2024 to November 2025)*
- *Consultant eCAMS Schedule of Deliverables updated as necessary*
Consultant eCAMS Budget Template

Task 1.2 Consultant Administration Activities as Program Management Consultant

The consultant:

Will participate in the Monthly Call between the Kern COG Program Manager (PM) and the California Energy Commission (CEC) Contract Agreement Manager (CAM), currently scheduled on the third Tuesday of each month. The Monthly Call Report Form is edited to capture the details and action items arising during the call. The form is completed the day of the call and returned to the PM.

Kern COG collects monthly reports from all but one sub-recipient (who reports quarterly), due on the eighth (8th) day of each month. The Program Manager will share all reports and documents with the consultant. The consultant will draft a Monthly Call Report, using the provided template, and send the document to the Program Manager no later than the Friday before the third Tuesday of each month.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
- Will be responsible for reviewing invoices submitted by the sub-recipients (except their own) as directed by the PM. The tasks include but are not limited to ensuring that the invoices match the sub-recipient budgets, all deliverables are met and documented as covered by the invoice, matching funds are demonstrated, permits are secured and approved, and all expenses are documented. The consultant may be called upon to assist with budget amendments, if necessary to secure CEC payments.
- Kern COG and the CEC are working to amend the PRIME agreement. When executed, the subrecipient agreements or Memorandums of Understanding will need to be revised to extend the termination date, update the Schedule of Products, and perhaps a few other changes. The PM may ask the consultant to assist with the agreement updates, for as many as twelve (12) subrecipients.
- Will prepare a written Quarterly Report on Site Host Sub-Recipient Activities using a provided CEC Template so that the PM can integrate the Site Host activities with a written Quarterly Report documenting all sub-recipient efforts (Workforce, eBike Pilot, 2024 EVCS Blueprint).
- The consultant may be asked to participate in a Critical Project Review Meeting and/or the Final Meeting held at the request of the CEC CAM.
- Obtain and Execute Subcontracts -Carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Kern COG's own procurement policies and procedures. It will also provide the CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.
- The consultant will work with the PM to prepare a written Final Report on the EV Ready Communities Grant ARV-020-01 using the provided CEC Template and following the provided schedule. The consultant's deadlines will be no less than 30 days in advance of the deadline for Kern COG to submit the report to the CEC. This suggests the following schedule (dates subject to change, to align with Kern COG staff and committee review schedules):
 1. *Draft Outline of the Final Report: August 4, 2025*
 2. *Final Outline of the Final Report: August 18, 2025*
 3. *Draft Final Report: September 17, 2025*

4. Final Report: November 19, 2025

- The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.
- The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.
- The Final Report shall be a public document. If Kern COG has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Kern COG shall perform the following activities for both the public and confidential versions of the Final Report.

Task 1.2 Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination
- Monthly Call Reports before and after the call (February 16, 2024 to November 14, 2025 or December 12, 2025)
- Quarterly Reports (April 10, 2024 to October 10, 2025) dates subject to CEC
- Sub-recipient invoices reviewed (as frequently as monthly, no less than qtly.)
- CEC Schedule of Deliverables updated as necessary
- Draft subcontracts
- Final subcontracts
- Final Report Schedule:
 - Draft Outline of the Final Report: August 4, 2025
 - Final Outline of the Final Report: September 4, 2025
 - Draft Final Report: September 17, 2025
 - Final Report: November 19, 2025

TASK 2. EV Charging Station Installations and Operations

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

The Consultant shall work with the site hosts to provide support to move the station installations forward so that all are operational by June 2024. The consultant shall continue to work with the site hosts on data collection for the EV Charging Stations and for operations and maintenance information.

The Consultant shall:

- 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 or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the 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. *These are often provided with the monthly report. Several have already been provided by site hosts.*
- 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 publicly accessible. If for private use only, data collection devices may be used in place of networking, so long as the data collection is sufficient to meet Usage and Operation Report requirements.**
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Complete a CEC Equipment Form for equipment in excess of \$5,000; subcontractor 'zero-balance' payment email and verification, any other forms requested by the CEC CAM.
- Conduct three outreach activities, including media releases and events.

- Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- See Task 7: Complete the semi-annual Electric Vehicle Supply Equipment (EVSE) usage report six months and twelve months following the station opening.
- See Task 7: Complete the semi-annual Operations and Maintenance report six months and twelve months following the station opening.

The PM may ask the consultant to:

- Coordinate with site hosts throughout the process from design through launch, if any site hosts request such assistance.
- Draft a memo confirming that the site host owns the equipment, and they will continue to operate the equipment through the end of the project.

Task 2 Products:

The consultant will track and ensure that all site hosts are meeting their required work products

- Site Map and design information for charging stations for ten host sites
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - Photos of each site
 - Proof of charger availability via the US DOE Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Equipment Form for equipment in excess of \$5,000; subcontractor 'zero-balance' payment email and verification, any other forms requested by the CEC CAM.
- Outreach materials, photos, presentations, agendas, minutes
- See Task 7: Semi-annual EVSE usage report. NOTE: These report dates will be staggered based on the date the station becomes operational.

At the direction of the PM, the consultant may be asked to send the site host a standardized memo regarding next steps, missing deliverables, forms, invoices, remaining deliverables.

TASK 3. Workforce Development

The consultant may be asked to share Kern Community College District and EVITP.org course information with the charging station site hosts.

The consultant will be asked to include the Workforce Development project report that includes information on station operations, curriculum developed and taught, and student enrollment.

Products:

- *Workforce Development Report or Section included in the Final Project Report*

Task 4. Outreach

Task 4.1 EV Charging Station Site Host Outreach

The consultant may be asked to coordinate an EV Charging Station outreach media event with all of the EV Charging Station Site Hosts when all stations are operational. At this time there is no additional budget for these activities. Kern COG Mobility Innovations and Incentives funds may be considered by Kern COG staff, as appropriate.

The consultant may be asked to coordinate with the EV Charging Station Site Hosts to notify local auto dealerships and equipment companies selling electric vehicles and equipment in their community. At this time, there is no additional budget for these activities.

The consultant will be tasked with verifying charging station outreach events and collecting documentation of event materials and evidence of successful media, social media, or other outreach results. This will be part of the successful candidate's tasks.

Case Studies: Case studies will be developed to share lessons learned by each unique site host. The goal is to share information and tips that will help similar site hosts with their EVSE installations, hopefully reducing delays, avoiding obstacles, identifying project risks, and pointing to unforeseen hurdles.

Task 4.1 Products:

- *Media Event Documentation: Agendas, schedule, photos, etc.*
- *Documentation of outreach to local dealerships and equipment companies*
- *Documentation of outreach undertaken by each Site Host (3 in-house or public events): Social media posts, internal emails, photos, etc.*

- *Case Study Template (2 page, front and back, banner, standard CEC and Kern COG language, and place for photos and map of station location) and Questionnaire for site host*
- *Eleven Cast Studies ready for publication and distribution*

Task 4.2 Kern EVCS Blueprint

The consultant may be asked to provide input or assistance with the 2024 Kern EVCS Blueprint consultant DKS Associates, as directed by the Kern COG Program Manager, and as needed or requested to support the input from EV Charging Station Site Hosts. The consultant may be asked to suggest participants in a Mobility Innovations Workgroup. This activity should take no more than two percent of the consultant's time.

Task 4.2 Products:

- Documented communication with Site Hosts as directed by Program Manager
- Is asked, a list of suggested participants in a Mobility Innovations Workgroup

Task 4.3 Outreach Reporting

The consultant will work with the Kern COG Program Manager and Mobility and Innovations staff member to include outreach activities in the final report. This will include:

- 2022-2023 Transitions Symposiums
- 2022-2025 EV Media Campaigns
- EV Awareness and Training Workshops sponsored by kern COG
- Best.Drive.EVer events sponsored by Kern COG
- National Drive Electric events sponsored by Kern COG
- Other EV Ready Community outreach such as media releases, fact sheets distributed at community events, as deemed appropriate by the Program Manager and the CEC CAM
- EV Charging Station Site Host Outreach
- 2024 Kern EV Charging Station Blueprint Outreach

Task 4.3 Products:

- *Outreach Report or Section in the Final Report*

Task 5: eBike Pilot

The consultant will incorporate the final eBike Pilot report provided by Bike Bakersfield and CalWalks into the Final Project Report.

Task 5. Products:

- *Summary Report included in part or in whole in the Final Project Report*

Task 6. Miocar electric carshare -cancelled

The goal of this task is to ... < The consultant may need to describe the brief partnership between Kern COG and Miocar under the EV Ready Communities agreement.

Task 6. Products:

- *Summary Report included in part or in whole in the Final Project Report*

Task 7. Data Collection and Analysis; Operations and Maintenance Information Collection and Analysis Summary

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 consultant shall:

- Collect the following data from each charging station site host, noting that some site hosts request confidentiality:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
 - Data on chargers over a twelve-month period, reported at six months following the station opening and again at twelve months including:
 - Number of charging sessions.
 - Average charging session duration.
 - Average kWh.
 - Average charger downtime.
- Collect the following operations and maintenance information from or on

behalf of each charging station site host. Note that some site hosts request confidentiality.

- **Maintenance Summary**

- Activities and frequency related to Station Maintenance (for example-Maintenance of the EVSE, solar system if in place, security)
- Activities and frequency related to Site Maintenance (for example-Street sweep, trash collection, landscaping and maintenance, fencing, lighting, signs)
- Downtime for Maintenance
- Other occurrences
- Service Contract or In-House
- Repairs – Warranty
- Repairs – Wear and Tear
- Repairs: Damage, Vandalism
- Costs for Labor, Supplies, Service Contract
- Staff Time
- Manufacturer Recommendation
- Site Host Recommendation

- **Operations Summary**

- Operations Activities
- Downtime for Operations (ex. power loss) or Other Reason (ex. site improvements)
- Station Operations:
- Payments
- Access to Station
- Safety (Bollards, Lighting, Fencing, Cameras, other?)
- Signage on-site
- Signage on highway (Caltrans) and/or streets (Local Government or Private)
- Insurance Required
- Charging Station Networking, or other Data Collection Expenses
- Other
- Manufacturer Recommendations
- Site Host Recommendations

- Site Host – Summary of unexpected events or surprises

Task 7. Products:

- Data collection information and analysis will be included in the Final Report
- Operations and maintenance information per site will be included in the Final Report

Exhibit B
Project Clean Air, Inc.
Schedule of Products and Due Dates



Schedule of Products and Due Dates

Blue Font: Kern COG requires;

Task Number	Task Name	Product(s)	Due Date
Task 1	Project Implementation		
1.1	Attend Kick-off Meeting		<u>1/25/2024</u>
		Updated Schedule of Products	1/25/2024
		Updated List of Match Funds	1/25/2024
		Updated List of Permits	1/25/2024
		Kick-Off Meeting Agenda (CEC)	1/25/2024
1.2	Consultant Administration Activities as Program Management Consultant		
	Critical Project Review Meetings ONLY AT REQUEST OF CALIFORNIA ENERGY COMMISSION		
	1st CPR Meeting	CPR Report	HOLD FOR CEC
		Written determination (CEC)	HOLD FOR CEC
		Monthly Call Reports (before and after call)	Fridays before 3rd Tuesday
		Quarterly Reports	2nd Thursdays of the month after the Quarter ends (3/24, 6/24, 9/24, 12/24, etc.)
		Review sub-recipient Invoices	3/2024 through 12/2025
		CEC Schedule of deliverables updated as needed	3/2024 through 12/2025
		Schedule for completing closeout activities	11/30/2025
	Final Report		
		Draft Outline of the Final Report	8/4/2025
		Final Outline of the Final Report	8/18/2025
		Draft Final Report (no less than 60 days before the end term of the agreement)	9/17/2025
		Final Report	11/19/2025
	Obtain and Execute Subcontracts		
		Kern COG Board Approve Contract between Consultant and Kern COG	1/18/2024
		Letter to Kern COG describing the subcontracts needed by consultant, or stating that no subcontracts are required	1/25/2024
		Draft subcontracts	22 days prior to the scheduled execution date
		Final subcontracts	Within 10 days of execution
2	EV Charging Stations Installations and Operations		
		Consultant shall provide support to move the station installations forward so that all are operational by June 2024.	6/30/2024

	Consultant will support the site host by assuring the Delivery of site maps and design project details, including complete schematics on the EV charging station site and electrical design.	6/30/2024
	Consultant will support Site Hosts to provide Site Maps and design information for charging stations for host sites Proof of operational charging equipment and installed signage	6/30/2024
	Consultant will provide support and technical assistance to Kern COG staff, charging station site hosts, and charging station vendors to meet the terms of the CEC-funded station agreements.	7/31/2025
	Consultant will collaborate with KCOG staff to develop a "health chart" for each station project showing stage of development (e.g., in permitting, operational).	6/30/2024
	consultant will support the site host by assuring the Delivery of site maps and design project details, including complete schematics on the EV charging station site and electrical design.	6/30/2024
	Consultant will support the site host by assuring that the site host has obtained all required permits and comply with all applicable federal, state, and municipal laws, rules, codes, and regulations.	6/30/2024
	Consultant will support the site host by assuring the 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	6/30/2024
	Consultant will support the site host by assuring that the submission of the AB 841 Certification certifying that the project has complied with all AB 841 (2020) requirements specified in Exhibit C or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the Recipient's authorized representative.	6/30/2024
	Consultant will support the site host by assuring the Electric Vehicle Infrastructure Training Program (EVITP) certificates are submitted. 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.	6/30/2024
	Consultant will assist in coordinating the placement of directional and/or on-site signage to the stations. Project Clean Air will list the station on the US Department of Energy Alternative Fuel Data Center Station Locator, Make chargers and sites available for follow-up inspection if requested by the CEC.	6/30/2024
	Consultant will support the site host by assuring the delivery of proof of operational charging equipment and installed signage including photos of each site. Frontier Energy will complete the semi-annual Electric Vehicle Supply Equipment (EVSE) usage report six months and twelve months following the station opening. PCA will also complete the semi-annual Operations and Maintenance report six months and twelve months following the station opening.	6/30/24 12/31/24 6/30/25
	Consultant will support the site host by assuring that a CEC Equipment Form was submitted for any equipment in excess of \$5,000; subcontractor 'zero-balance' payment email and verification, any other forms requested by the CEC CAM.	6/30/2024

		Consultant will coordinate with site hosts throughout the process from design through launch, if any site hosts request such assistance. Consultant will also draft a memo confirming that the site host owns the equipment, and they will continue to operate the equipment through the end of the project.	6/30/2024
		Consultant may be asked to send the site host a standardized memo regarding next steps, missing deliverables, forms, invoices, remaining deliverables	5/31/2024
3	Work Force Development		
		The consultant may be asked to share Kern Community College District and EVITP.org course information with the charging station site hosts. Intro to ZEVs and ZEV Careers: This 9-hour course provides an overview of the Zero Emissions Vehicle (ZEV) industry, focusing on industry knowledge and existing and future jobs in the field. Core Skills and Safety. This course offers a week of skill development including personal finance and electrical and core construction safety, including OSHA 10, NFPA 70, and NCCER safety certifications, which are in demand by employers. Electrical Apprenticeship Readiness Trainees can receive 40 hours of Electrical Apprenticeship Readiness	12/31/2024
4	Outreach		
			6/30/2025
4.1		EV Charging Station Site Host Outreach Consultant will verify charging station outreach events and collect documentation of event materials and evidence of successful media, social media, or other outreach results.	6/30/2025
4.2		2024 Kern EVCS Blueprint: Consultant verifies charging station outreach events. Collects documentation of event materials and evidence of successful media, social media, or other outreach results.	6/30/2025
4.3		Outreach Reporting	TBD
		<i>Consultant will develop Case studies to share the lessons learned by each unique site host. The goal is to share information and tips that will help similar site hosts with their EVSE installations, hopefully reducing delays, avoiding obstacles, identifying project risks, and pointing to unforeseen hurdles.</i>	6/30/2025
5	eBike Pilot		
		<i>Consultant will incorporate the final eBike Pilot report provided by Bike Bakersfield and CalWalks into the Final Project Report.</i>	1/31/2025
6	Miocar electric carshare- cancelled		
		The consultant may need to describe the brief partnership between Kern COG and Miocar under the EV Ready Communities agreement.	6/30/2025
7	Data Collection and Analysis; Operations and Maintenance		
		Collect the following data from each charging station site host, noting that some site hosts request confidentiality:	

	<p>Number, type, date, and location of chargers installed., Nameplate capacity of the installed equipment, in kW., Number and type of outlets per charger, Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing. Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger. Data on chargers over a twelve-month period, reported at six months following the station opening and again at twelve months including: Number of charging sessions, Average charging session duration, Average kWh. & Average charger downtime.</p>	7/30/2025
	<p>Activities and frequency related to Site Maintenance (for example- Street sweep, trash collection, landscaping and maintenance, fencing, lighting, signs), Downtime for Maintenance</p>	7/30/2025
	<p>Downtime for Operations (ex. power loss) or Other Reason (ex. site improvements), Station Operations: Payments, Access to Station, Safety (Bollards, Lighting, Fencing, Cameras, other?), Signage on-site, Signage on highway (Caltrans) and/or streets (Local Government or Private), Insurance Required, Charging Station Networking, or other Data Collection Expenses, Other Manufacturer Recommendations & Site Host Recommendations Site Host – biggest surprise?</p>	7/30/2025

EXHIBIT C
Project Clean Air, Inc.
Budget/ Cost Proposal



PROPOSAL BUDGET

Category Budget

Grant Funding Number	GFO-XX-XXXX		
Name of Organization	Project Clean Air, Inc.		
Select Recipient or Subrecipient			
Select your organization's California Business Certifications			
Cost Category	CEC Share	Match Share	Total
Direct Labor	\$ 82,681	\$ -	\$ 82,681
Fringe Benefits	\$ 16,076	\$ -	\$ 16,076
Total Labor	\$ 98,757	\$ -	\$ 98,757
Travel	\$ 6,326	\$ -	\$ 6,326
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 6,500	\$ -	\$ 6,500
Subrecipients/Vendors	\$ 95,273	\$ -	\$ 95,273
Total Other Direct Costs	\$ 108,099	\$ -	\$ 108,099
Indirect Costs	\$ 16,175	\$ -	\$ 16,175
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ 16,175	\$ -	\$ 16,175
Grand Totals	\$ 223,031	\$ -	\$ 223,031
Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)	\$ 220,801		
Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities	99.00%		

PROPOSAL BUDGET

Direct Labor (Unloaded)

GFO-XX-XXXX: Project Clean Air, Inc.

Hourly Rates						
Job Classification	Highest Estimated Labor Rate (\$ per hour)	# of Hours	Rate x Hours	CEC Share	Match Share	Total
Director - 2024	\$ 26.21	510.00	\$ 13,367	\$ 13,367	\$ -	\$ 13,367
Director 2025	\$ 27.52	425.00	\$ 11,696	\$ 11,696	\$ -	\$ 11,696
Technical Outreach 2024	\$ 25.00	720.00	\$ 18,000	\$ 18,000	\$ -	\$ 18,000
Technical Outreach 2025	\$ 26.25	510.00	\$ 13,388	\$ 13,388	\$ -	\$ 13,388
Communications Coordinator	\$ 20.00	425.00	\$ 8,500	\$ 8,500	\$ -	\$ 8,500
Communications Coordinator	\$ 21.00	405.00	\$ 8,505	\$ 8,505	\$ -	\$ 8,505
Accounting Clerk 2024	\$ 18.00	250.00	\$ 4,500	\$ 4,500	\$ -	\$ 4,500
Accounting Clerk2025	\$ 18.90	250.00	\$ 4,725	\$ 4,725	\$ -	\$ 4,725
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ 82,681	\$ -	\$ 82,681

Monthly Salary Rates						
Job Classification	Highest Estimated Labor Rate (\$ per month)	# of Months	Rate x Months	CEC Share	Match Share	Total
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -

	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
	\$ -	0.00	\$ -	\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

Direct Labor Grand Totals			
	CEC Share	Match Share	Total
Grand Totals	\$ 82,681	\$ -	\$ 82,681

Job Classification	Highest Estimated Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Rate x Costs	CEC Share	Match Share	Total
Grand Totals		\$ 82,681	\$ 28,112	\$ 16,076	\$ -	\$ 16,076

PROPOSAL BUDGET

Travel

GFO-XX-XXXX: Project Clean Air, Inc.

Reference ID	Task #	Traveler Name and Job Classification	Dates of Travel (From/To)	Departure and Destination	Trip Purpose	CEC Share	Match Share	Total
T-1	4.2	Alley Moyers Director		Bakersfield/East Kern	Outreach	\$ 4,090	\$ -	\$ 4,090
T-2	4.2	Alley Moyers Director		Bakersfield/East Kern	Outreach	\$ 1,260	\$ -	\$ 1,260
T-3	4.2	Alley Moyers Director		Bakersfield/East Kern	Outreach	\$ 736	\$ -	\$ 736
T-4	4.2	Alley Moyers Director		Bakersfield/East Kern	Outreach	\$ 240	\$ -	\$ 240
T-5						\$ -	\$ -	\$ -
T-6						\$ -	\$ -	\$ -
T-7						\$ -	\$ -	\$ -
T-8						\$ -	\$ -	\$ -
T-9						\$ -	\$ -	\$ -
T-10						\$ -	\$ -	\$ -
Grand Totals						\$ 6,326	\$ -	\$ 6,326

PROPOSAL BUDGET

Equipment

GFO-XX-XXXX: Project Clean Air, Inc.

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total
E-1					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
E-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals								\$ -	\$ -	\$ -

PROPOSAL BUDGET

Subrecipients & Vendors

GFO-XX-XXXX: Project Clean Air, Inc.

Subrecipients								
Reference ID	Task #	Subrecipient (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/ SB/MB/None	CEC Share	Match Share	Total
S-1		Frontier Energy		Data Collection & analysis	None	\$ 67,946	\$ -	\$ 67,946
S-2	4.2	Photographer - to be determined	TBD	photos , video drone footage	None	\$ 10,000	\$ -	\$ 10,000
S-3	2	Engineering consultant	TBD	Review & assist consultant from design	None	\$ 17,327	\$ -	\$ 17,327
S-4					None		\$ -	\$ -
S-5					None	\$ -	\$ -	\$ -
S-6					None	\$ -	\$ -	\$ -
S-7					None	\$ -	\$ -	\$ -
S-8					None	\$ -	\$ -	\$ -
S-9					None	\$ -	\$ -	\$ -
S-10					None	\$ -	\$ -	\$ -
Subrecipient Totals						\$ 95,273	\$ -	\$ 95,273

PROPOSAL BUDGET

Materials & Miscellaneous

GFO-XX-XXXX: Project Clean Air, Inc.

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total
M-1	4.3	Bakersfield Blueprint & Copy	Printing & postage in english and spanish	Outreach	10000.00	\$ 0.65	\$ 6,500	\$ 6,500	\$ -	\$ 6,500
M-2							\$ -		\$ -	\$ -
M-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
M-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -
Grand Totals								\$ 6,500	\$ -	\$ 6,500

PROPOSAL BUDGET**Indirect Costs and Profit****GFO-XX-XXXX: Project Clean Air, Inc.****Recipient's Rate (From Cost Allocation Plan)**

Indirect Cost(s)											
Name of Indirect Cost	Indirect Cost (IDC) Base Category	IDC Base CEC Share (\$)	IDC Base Match Share (\$)	Total IDC Base CEC Share (\$)	Total IDC Base Match Share (\$)	Total IDC Base (\$)	IDC Rate (%)	Rate x Base (\$)	CEC Share	Match Share	Total
	Direct Labor	\$ 82,681	\$ -	\$ 107,835	\$ -	\$ 107,835	15.00%	\$ 16,175	\$ 16,175	\$ -	\$ 16,175
	Fringe Benefits	\$ 11,297	\$ -								
	Travel	\$ 6,326	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ 7,531	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
	Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
	Fringe Benefits	\$ -	\$ -								
	Travel	\$ -	\$ -								
	Equipment	\$ -	\$ -								
	Materials/Misc.	\$ -	\$ -								
	Subrecipients/Vendors	\$ -	\$ -								
	Indirect Cost	\$ -	\$ -								
Indirect Costs Grand Totals									\$ 16,175	\$ -	\$ 16,175

Profit										
Profit Base Categories	Profit Base CEC Share (\$)	Profit Base Match Share (\$)	Total Profit Base CEC Share (\$)	Total Profit Base Match Share (\$)	Total Profit Base (\$)	Profit Rate (%)	Rate x Base (\$)	CEC Share	Matc h Share	Total
Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -								
Travel	\$ -	\$ -								
Equipment	\$ -	\$ -								
Materials/Misc.	\$ -	\$ -								
Subrecipients/Vendors	\$ -	\$ -								
Indirect Cost	\$ -	\$ -								
Profit Grand Totals										

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

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

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

Marcos Rodriguez
President, Board of Directors

Date _____



EXHIBIT E
California Energy Commission
Terms and Conditions



ATTACHMENT E**KERN ELECTRIC VEHICLE READY COMMUNITIES
PROGRAM MANAGEMENT CONSULTANT****California Energy Commission (CEC) Terms and Conditions**

Project Clean Air, Inc (Proposer Company) has read the CEC Terms and Conditions posted on the Working with Kern COG webpage. Proposer accepts the California Energy Commission Terms and Conditions referenced in the Request for Proposals. The CEC Terms and Conditions and the CEC Terms and Conditions Streamlined for ECAMS will become part of the agreement with Kern Council of Governments.

Alley E Mayers
Signature

11/30/23
Date

Alley E Mayers Director
Name and Title

Project Clean Air, Inc
Company