

AGENDA
KERN COUNCIL OF GOVERNMENTS
March 20, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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, Espinoza, Gorman, Hawkins, Morse, Noerr, Reyes, Reyna, Parlier, B. Smith, P. Smith, Solorio-Ruiz

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

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

Disabled individuals who need special assistance to attend or participate in a meeting of the Kern Council of Governments may request assistance at 1401 19th Street Suite 300: Bakersfield CA 93301 or by calling (661) 635-2900. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

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

member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

- A. **Approval of Minutes February 20, 2025.** ROLL CALL VOTE.
- B. **Concurrence in Actions of TPPC**
- C. **Response to Public Comments**
- D. **Kern Transit Climate Adaptation Plan** (Enriquez)

Comment: This Agreement defines a planning relation between Kern COG and CalSTART Inc., for preparing the Transit Climate Adaptation Plan. County Counsel has reviewed this agreement.

Action: Approve the contract with CalSTART Inc., for Kern Transit Climate Adaptation Plan in an amount not to exceed \$400,000.00 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

- E. **Local Clearinghouse:** None.

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

IV. ELECTION OF OFFICERS (Napier)

Comment: Each year, the Kern Council of Governments (COG) Board of Directors selects a Chairman and a Vice Chairman for the Kern COG Board.

Action: Select a Chairman and a Vice-Chairman for the Kern COG Board of Directors. ROLL CALL VOTE.

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY (None)

VII. MEETING REPORTS: (None)

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

- A. Timeline

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

X. CLOSED SESSION: PUBLIC EMPLOYMENT/APPOINTMENT – Title: Executive Director (Government Code 54957)

XI. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be April 17, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of February 20, 2025

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

THURSDAY
February 20, 2025
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:05 p.m.

I. ROLL CALL:

Members Present: Ayon, Couch, Espinoza, Hawkins, Morse, Noerr, Parlier, Reyes (virtual, non-voting), Reyna, B Smith, P. Smith, Solorio-Ruiz

Congestion Management Agency Ex-Officio Members: Carr, Navarro, Parra

Members Absent: Gorman, Warney

Others:

Staff: Hakimi, Napier, Banuelos, Valle, Romero-Valdivia, Ball, Van Wyk, Enriquez, Davisson, Flickinger

- 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.

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 – January 16, 2025

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Memorandum of Agreement – Kern Council of Governments and County of Kern
(Enriquez)

Action: Approve Memorandum of Agreement with Kern County and authorize Chair and Executive Director to sign. ROLL CALL VOTE.

E. Nine Rural Transportation Development Plans/Climate Resiliency Strategy Update and Coordinaed Human Services Transportation Plan Update (Enriquez)

Action: Approve the contract for Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update to Nelson Nygaard Consulting Associates in an amount not to exceed \$639,978 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

F. Local Clearinghouse:

Applicant: Kern County Fair DBA 15th District Agriculture Association

Address: 1142 S P Street
Bakersfield, CA 93307-3950
Contact: Michael Olcott

Federal Agency: US Department of Transportation
Funding Opportunity Number: DTOS59-25-RA-RAISE
Title: Bakersfield Mobility Hub

Federal Funds: \$2,200,000.00

Total Funds: \$2,200,000.00

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

MOTION BY DIRECTOR P. SMITH 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:

- Kern COG offers a Kern COG 101 traveling training session for new board members and/or staff. The training is available online or on location. Please contact us if your interested in the training. The 101 presentation and training materials are available online at kerncog.org in the side menu under "Who We Are".
- Board Folder Items.

VIII. MEMBER STATEMENTS:

None.

IX. CLOSED SESSION:

PUBLIC EMPLOYMENT/APPOINTMENT – Title: Executive Director (Government Code 54957)

No action taken.

X. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:38 p.m. - **NEXT MEETING – MARCH 20, 2025**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

March 20, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Irene Enriquez
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
Kern Transit Climate Adaptation Plan

DESCRIPTION:

This Agreement defines a planning relation between Kern COG and CalSTART Inc., for preparing the Kern Transit Climate Adaptation Plan. County Counsel has reviewed this agreement.

DISCUSSION:

Caltrans's Sustainable Communities Transportation Planning Grant Program is providing significant funding for local and regional identification of transportation-related climate vulnerabilities through the development of climate adaptation plans, as well as project-level adaptation planning to identify adaptation projects and strategies for transportation infrastructure. Kern COG, CALSTART (an emissions tech non-profit) and the County's Kern Regional Transit agency prepared a successful application to this program that includes funding for the required 5-year update of all rural transit development plans in the County.

Under the contract, CalSTART, Inc. will receive \$400,000 to generate a list of actionable efforts and projects to reduce climate change impacts on our transportation systems, including research and testing of long range zero emission transit vehicle technology that could meet state requirements to be 100% ZEV transit by 2030. Applicable climate adaptation vulnerabilities from this Plan will be incorporated into the Transportation Development Plans currently being prepared for the region.

It is recommended the Board approve the agreement with CalSTART Inc. for the preparation of the Kern Transit Climate Adaptation Plan in an amount not to exceed \$400,000.00.

ACTION:

Approve the contract with CalSTART Inc., for Kern Transit Climate Adaptation Plan in an amount not to exceed \$400,000.00 and authorize the Chairman to sign the contract. ROLL CALL VOTE

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND
CALSTART, INC.

THIS CONTRACT, made and entered into this 20th day of March 2025, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and CALSTART, Inc., a California non-profit corporation, with its headquarters at 48 S. Chester Ave., Pasadena, CA. 91106, hereinafter referred to as "Consultant" to prepare the Kern Transit Climate Adaptation Plan (hereinafter "PLAN").

RECITALS:

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

WHEREAS, Kern County's Kern Transit as the public transportation provider for the Rural Bakersfield area and the Rurals areas of Kern County has agreed to partner with Kern COG in preparing the plan; and

WHEREAS, major public transportation technology and practice are necessitating this PLAN; and

WHEREAS, KERN COG and Kern County foresee the need to provide the necessary funding to conduct a PLAN a climate adaptation plan for Kern Transit's operational needs through the Tejon and Tehachapi passes consistent with the 2026 Regional Transportation Plan (RTP) out to the year 2047; and

WHEREAS, KERN COG will fund the PLAN in the fiscal year 2024-2025 Overall Work element (OWP) and subsequent OWPs as appropriate; and

WHEREAS, the funding for the PLAN will be programmed in the KERN COG 2024-2025 OWP Work element 606.2 and other work elements as appropriate.

WHEREAS, KERN COG seeks to engage CALSTART to assist with specific services related to the PLAN as described in "Exhibit A" included herein;

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": Project Timeline, Exhibit "C": Project Budget, and Exhibit "D": Project Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by the Consultant is specified, 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 manager for Kern COG and Consultant will be:

Kern COG: Irene Enriquez, Regional Planner
Consultant: Valerie Thorsen, Director

III. Term

Time is of material importance in this contract. The term of this contract is March 20, 2025, through January 30, 2027, 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," Project Timeline.

Consultant services and reimbursements beyond June 30, 2025, are subject to the inclusion and funding agency approval of this project in Kern COG's 2025/2026 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP, provided that the Consultant will be compensated for all authorized services performed in accordance with the terms of this Agreement prior to termination. Kern COG will promptly notify Consultant of such termination.

IV. Assignability

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

V. Contract Changes

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

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

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to FOUR-HUNDRED THOUSAND DOLLARS (\$400,000.00) to be billed in accordance with Exhibit "C," Project Budget. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for the Consultant's services. Any amendments to the individual categories/tasks within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a

request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify the Consultant of the amount in dispute and the reason, therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 606.2 as identified on the FY 2024-25 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor: All direct labor, fringe, overhead, and fee charges should be billed by class of employee, rate per hour, and the number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the total budget). Consultant may request Kern COG approval of modifications to the direct labor or overhead so long as the total budget is not exceeded.
2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65.00/day meals; \$225.00/day accommodations) and mileage rates shall be reimbursed at the IRS-established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

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

E. Allowable Costs and Documentation:

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

VII. Progress Reports

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

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as set forth in Exhibit "A".

VIII. Inspection of Work

Consultant and any subcontractors shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the

project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in the Consultant's Project Manager, or members of the project team, without prior written approval by the Project Manager of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than twenty-four (24) meetings with Kern COG.

X. Subcontracting

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

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

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

B. Termination for Cause:

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

XII. Compliance with Laws, Rules, and Regulations

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

XIII. Conflict of Interest

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

- B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
1. Participate in any decision relating to this contract that affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

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

XIV. Contingency Fees

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

XV. Copyrights

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

XVI. Publication

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

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

XVII. Disputes

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

XVIII. Hold Harmless

Consultant agrees to indemnify, and hold harmless, but shall have no duty to defend 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, to the extent caused by any negligent, reckless, or willfully wrongful act or omission of, material breach of the terms of this agreement by, or material violation of applicable laws by Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, and subject to the same extent caused by negligent, reckless, or willful act or omission, breach, or violation of applicable laws, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and required additional insured and waiver of subrogation endorsements have been filed with 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 certificate of insurance must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, the Consultant shall supply proof that such person is an authorized representative thereof. Consultant shall promptly deliver Kern COG a certificate of insurance, and additional insured and waiver of subrogation 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 within 30 days after the expiration date of any policy. 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:

- I.
 - A. Commercial 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, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate. Such limits may be met through a combination of primary and excess policies. Commercial 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. Business 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 accident.

- C. Professional liability insurance of at least one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.
 - II. This insurance shall not be canceled or reduced without a minimum of thirty (30) days advance written notice given to Kern COG except ten (10) days for non-payment of premium. 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 (commercial 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, changed, or, nonrenewed without a minimum of thirty (30) days advance, written notice given to Kern COG, except ten (10) days for non-payment of premium.

III.

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

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraphs A and B shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on the most recent edition of the ISO CG 20 10 and CG_20 37 forms. Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above-stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance

policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits nonrenewed, 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, nonrenewed, 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 authorized to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating. Any exception to these requirements must be approved by the Kern COG, such approval shall not be unreasonably withheld.
- F. If Consultant is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its reasonable discretion and by the written acceptance that the coverage proposed to be provided by the Consultant is equivalent to the above-required coverages.
- G. Commercial General Liability and automobile liability, insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve the Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this contract, Consultant, for itself, its assignees, and successors in interest, agrees as follows:

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

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

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or
 - 2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

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

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

Prompt Payment Clauses

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

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

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

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

XXII. Audits

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

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 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

Marc Gottschalk, Chief Legal Counsel
CALSTART, Inc.
48 S Chester Avenue
Pasadena, CA 91106

XXV. Venue

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

XXVI. California Law

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

XXVII. No Authority to Bind Kern COG

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

XXVIII. Nonwaiver

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

XXIX. Independent Contractor

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

XXX. Partial Invalidity

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

XXXI. Signature Authority

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

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

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

CALSTART, Inc.

Bob Smith, Chair
"KERN COG"

Marc Gottschalk, Chief Legal Counsel
CALSTART, Inc.

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director

Marc Gottschalk, Chief Legal Counsel

Kern Council of Governments

CALSTART, Inc.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Van Wyk
Kern County Counsel
For Kern COG

Marc Gottschalk
Chief Legal Counsel
For CALSTART, Inc.

Exhibit "A"
Scope of Work

Exhibit "A"

Scope of Work

Overall Project Objectives

CALSTART will complete a feasibility study of zero-emission transit buses to address long distances traveled, elevation changes, and challenging terrain scenarios for three (3) Kern Transit Bus routes (Routes 100, 130, and 150). Throughout the project tasks, CALSTART will provide monthly updates to the Kern Council of Governments on project progress.

Task 1: Existing Conditions

CALSTART will identify operational conditions at Kern Transit for Routes 100, 130, and 150. In partnership with Kern Transit, CALSTART will collect route information, geographic and traffic factors, and measure fuel usage to develop a baseline operational scenario for each route. This effort will also include the use of dataloggers for bus performance measurement. The baseline scenario will also capture current fueling sites and facility depots utilized by each of the routes. CALSTART will identify current available sites and developments on each route for use in future scenarios of Task 2.

Task 2: Analysis

CALSTART will begin with running a Route Energy Model to evaluate the potential energy demand for the current operating scenario. The route energy model will be utilized to size the bus options for each zero-emission bus (ZEB) technology: Battery Electric Buses (BEBs) and Fuel-Cell Electric Buses (FCEVs). Variations of the model will analyze and capture potential new route structures as needed. Based off buses that are currently market-ready and available, each of the technologies will dictate the number of buses that are needed to replace the current fleet in order to maintain the same level of service, which may result in a higher ratio of ZEBs to existing conventionally fueled buses. CALSTART will identify the opportunity for shared infrastructure with Amtrak feeder buses to the San Joaquins and evaluate current routes for feasibility of utilizing both public charging opportunities, if available, and wireless charging feasibility. The project team will engage the local utility (Southern California Edison) with an initial charger infrastructure plan and evaluate the cost for participating in the Charge Ready Program along with complementary existing funding options. CALSTART will also calculate the potential cost of wireless charging and viable funding options. For a potential new FCEV fleet, CALSTART will evaluate hydrogen infrastructure corridors and cost. The project team will evaluate whether there is an opportunity for shared infrastructure with Golden Empire Transit District or school districts or the Mojave Air and Space Port or Eastern Sierra Transit Authority (ESTA) and the accompanying cost structure. ESTA aims to have a combined fleet of battery-electric as well as fuel-cell buses and shuttle vans. ESTA currently operates depots in Bishop, Mammoth, Lone Pine, and Walker. The Mammoth Lakes to Lancaster Route (395 South) travels into Kern County with stops in Inyokern, Mohave, and Lancaster. Kern COG will include ESTA as a key stakeholder in Kern Transit's analysis to understand their hydrogen demand to support transit operations. CALSTART will note the fuel demand needed within that sub-region which includes demand from ESTA's other routes as well. CALSTART will also connect with the City of Lancaster, who is involved in hydrogen production with the Dash Clean Energy project which will produce 292,000 kg/year of renewable hydrogen, and 17,520 MWHs of Power, while the Element Resources project is expected to produce 20,000,000 kg/year and generate 250 construction jobs and 36 long-term positions. CALSTART will analyze the potential sub-regional fuel demand from Kern Transit, ESTA, and local partners like the Mohave Air and Space Port. CALSTART will also provide cost estimates for hydrogen as a fuel whether generated locally or trucked in regionally for Kern Transit and ESTA. Note: CALSTART is separately supporting Merced County Association of Government and the Yosemite Area Regional Transportation System with analyzing their potential hydrogen demand in a separate scope which is not included in this contract or scope of work. The Project team will then identify and select new properties to support the new fleet and contract a partner to develop a preliminary design.

CALSTART will also evaluate a Resiliency Feasibility Analysis that measures the need or opportunity for

microgrids (energy storage and/or at existing or new sites to build resiliency for the fleet and the cost effectiveness of doing so.

Task 3: Public Outreach

CALSTART will work in Partnership with Kern Transit to develop a Stakeholder and Community Engagement Strategy that is inclusive of potential partners and future ridership. The Stakeholder Engagement Strategy will incorporate Caltrans' and Kern COG's planning efforts, and the zero-emission plans of Golden Empire Transit District, local school districts, the San Joaquins Joint Powers Authority/Amtrak, Greyhound and the High-Speed Rail Authority. The Community Engagement Strategy will leverage existing public outreach arenas to consult with community members about future ridership with zero-emission buses. Community outreach will also include surveys deployed on buses, to local partners on the routes, and utilize bilingual materials. Flyers will be posted on all depots and stops as applicable for increased engagement.

Task 4: Draft and Final Plan

CALSTART will submit a draft and final Plan to Kern COG to allow for input and comments from Kern COG's Transportation Technical Advisory Committee (TTAC) and Transportation Policy Planning Committee (TPPC). Input and comments from Kern COG's TTAC and TPPC will be incorporated in the final Plan.

Task Deliverables

CALSTART will complete the proposed scope described in Exhibit "A" for a budget not-to-exceed \$400,000. CALSTART will complete the scope of work according to the following breakdown:

Task	Deliverable
Task 1: Existing Conditions	<ul style="list-style-type: none"> • Data Collection Methodology (as applicable) • Summary of Existing Conditions for all 3 routes and ESTA's routes • Baseline Data Collection or Existing Conditions Report
Task 2: Analysis	<ul style="list-style-type: none"> • Kern Transit Route Energy Model (BEBs and FCEVs) • Kern Transit Infrastructure Siting Analysis • Kern Transit Resiliency Feasibility Analysis
Task 3: Public Outreach	<ul style="list-style-type: none"> • Stakeholder and Community Engagement Memo
Task 4: Draft and Final Plan	<ul style="list-style-type: none"> • Kern Transit Zero Emission Long Distance Route Feasibility Study

Exhibit "C"
Project Budget

	Project	Task 1	Task 2	Task 3	Task 4
	Project Description	Existing Conditions	Analysis	Public Outreach	Draft and Final Plan
Total Labor Hours	3,128	385	1,853	336	555
Burdened Labor (Labor plus FB)	220,193	25,071	127,174	24,545	43,403
Indirect (OH)	127,124	14,474	73,421	14,171	25,058
Labor G&A	47,283	5,384	27,308	5,271	9,320
Fees (Labor)					
Fully Burdened Labor	394,600	44,929	227,903	43,987	77,781
Travel	4,753		4,753		
Total Other Direct Costs	4,753		4,753		
G&A (ODC)	647		647		
Subtotal	400,000	44,929	233,303	43,987	77,781

Exhibit D

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

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

- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to the Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space. Exceptions will not necessarily result in denial of the award but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

CONSULTANT: CALSTART, Inc.

Marc Gottschalk,
Chief Legal Counsel

DATE _____



IV. COG

March 20, 2025

TO: KERN COUNCIL OF GOVERNMENTS

FROM: Ahron Hakimi,
Executive Director

By: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
ELECTION OF OFFICERS

DESCRIPTION:

Each year, the Kern Council of Governments (COG) Board of Directors selects a Chairman and a Vice Chairman for the Kern COG Board.

DISCUSSION:

The Secretary will take nominations for the position of Chairman. Each voting member of the Kern COG Board is eligible to be nominated as Chairman or Vice Chairman. After selection of a Chairman, the gavel will be transferred to the new Chairman who will take nominations for Vice-Chairman.

ACTION

Select a Chairman and a Vice-Chairman for the Kern COG Board of Directors. ROLL CALL VOTE.