

**AGENDA**  
**KERN COUNCIL OF GOVERNMENTS**  
April 17, 2025  
6:30 P.M.

**PRIMARY MEETING LOCATION**  
**TELECONFERENCING AVAILABLE**

Kern Council of Governments  
Board Room  
1401 19<sup>th</sup> 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, Calderon, Couch, Espinoza, Gorman, Hawkins, Morse, Noerr, Reyna, Parlier, 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 March 20, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser)** (Hakimi)

**Comment:** Consideration of an Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser). This item has been reviewed by County Counsel.

**Action:** Approve the Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser) and authorize the Chairman to sign the Agreement. ROLL CALL VOTE.

E. **FY 2023/24 Kern Council of Governments Financial and Compliance Audit Reports** (Plank)

**Comment:** Pursuant to California Government Code Section 6505, Kern COG must provide for an annual financial and compliance audit report by a qualified independent auditor. Kern COG retained the firm of Brown Armstrong to render the applicable audit services and issue reports for the year ended June 30, 2024.

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

F. **2025 Community Survey Final Report** (Napier)

**Comment:** Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2025 Community Survey.

**Action:** Accept the 2025 Community Survey Final Report. ROLL CALL VOTE.

G. **FY 2025-26 Overall Work Program** (Napier)

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

**Action:** Adopt Kern COG's FINAL 2025-2026 Overall Work Program and authorize Chair to sign Resolution No. 25-01. ROLL CALL VOTE.

H. **Local Clearinghouse:** None.

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

Address: 9001 Stockdale Highway

Bakersfield, CA 93311-1022

Contact: Daphne Evans

**Federal Agency: National Park Service**

Funding Opportunity Number: P25AS00464

Title: CSUB NAGPRA Consultation/Documentation Grant

**Federal Funds:** \$149,357.00

**Total Funds: \$149,357.00**

**\*\*\* 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. Timeline
- VIII. MEMBER STATEMENTS:** On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.
- IX. CLOSED SESSION: None.**
- X. ADJOURNMENT: NEXT MEETING –** The next scheduled meeting will be May 15, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of March 20, 2025

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

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

The meeting was called to order by Chairman Smith at 6:58 p.m.

**I. ROLL CALL:**

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

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

**Members Absent:** None

**Others:** Rick Franz, Jay Schlosser

**Staff:** Hakimi, Napier, Banuelos (virtual), Campbell, Romero-Valdivia, Ball, Van Wyk, Enriquez,

- 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 – February 20, 2025**

**B. Concurrence in Actions of TPPC**

**C. Response to Public Comments**

**D. Kern Transit Climate Adaptation Plan (Enriquez)**

**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 \*\*\***

MOTION BY DIRECTOR P. SMITH TO APPROVE CONSENT AGENDA ITEMS A THROUGH E SECOND BY DIRECTOR AYON, MOTION CARRIED WITH A UNANIMOUS 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:** Motion by Director P. Smith to nominate B. Smith for Chairman and Couch for Vice-Chairman; second by Director Couch, motion carried with a unanimous roll call vote.

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

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

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

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

Executive Director Hakimi made the following comments:

- Board Folder Items.

**IX. MEMBER STATEMENTS:**

Director Reyna announced an event to be held in Wasco.

**X. CLOSED SESSION:**

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

No reportable action taken.

**XI. ADJOURNMENT:** Seeing no other comments, the meeting adjourned at 7:37 p.m. - **NEXT MEETING – APRIL 17, 2025.**

Respectfully submitted,

ATTEST:

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

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

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



## III. D. COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi,  
Executive Director

SUBJECT: Kern Council of Governments Consent Agenda Item: III. D.  
Agreement for Professional Services Contract Employee (Kern Council of Governments -  
John Schlosser)

DESCRIPTION:

Consideration of an Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser). This item has been reviewed by County Counsel.

DISCUSSION:

The Kern Council of Governments (COG) Board of Directors conducted a recruitment for an Executive Director. Candidate interviews were conducted by members of the Kern COG Board of Directors on February 19, 2025. The Board of Directors interviewed the proposed candidate at its meeting of March 17, 2025.

The Kern COG Executive Committee negotiated an Agreement with the selected applicant. The Kern COG Executive Committee recommends approval of the Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser).

ACTION: Approve the Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser) and authorize the Chairman to sign the Agreement. ROLL CALL VOTE.

Attachment: Agreement for Professional Services Contract Employee (Kern Council of Governments – John Schlosser).

**AGREEMENT FOR PROFESSIONAL SERVICES  
CONTRACT EMPLOYEE**

(Kern Council of Governments – John Schlosser)

This agreement (hereinafter "**Agreement**") is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, between the Kern Council of Governments, joint powers agency (hereinafter "**Kern COG**" or alternatively as the "**Board**"), and John (Jay) Schlosser (hereinafter "**Executive Director**").

**I. RECITALS**

A. Kern COG is authorized, by law, to contract for special services with individuals specially trained, experienced, expert and competent to perform those services; and

B. Kern COG desires to secure the services of Executive Director to serve as chief executive officer of Kern COG, and Executive Director desires to accept employment on the terms and conditions set forth in this Agreement; and

C. Executive Director has special training, knowledge, professional civil engineering license, and experience to provide such services.

NOW, THEREFORE, in consideration of the material advantages accruing to the two parties and the mutual covenants contained herein, and intending to be legally and ethically bound hereby, Kern COG and Executive Director agree with each other as follows:

**II. AGREEMENT**

1. **Term.** The initial term (the "**Initial Term**") of this Agreement shall commence June 30, 2025, (the "**Commencement Date**"), and shall end on the four (4) year anniversary of the Commencement Date, unless earlier terminated pursuant to other provisions of this Agreement as herein stated.

2. **Services.** Executive Director will render full-time professional services to Kern COG in the capacity of Executive Director. Executive Director will, at all times, and to the best of his ability, perform all duties that may be required of him by virtue of his position as Executive Director. Executive Director will plan, direct and manage the current operations, future growth and program development for Kern COG while ensuring responsible use of fiscal, human and physical resources. In conjunction with the Kern COG Board and staff, Executive Director will develop goals and objectives for Kern COG and will be responsible for ensuring that Kern COG delivers high-quality, cost-effective services and for coordinating development of services to fulfill the organization's mission. A description of the position including key responsibilities and goals and objectives is set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

3. **Compensation Package.**

3.1 **Annual Compensation.** Executive Director will work full-time, which is a minimum of forty (40) hours per week, and will be compensated with cash and other value as described below.

3.1.1 **Compensation.** Kern COG will pay Executive Director two hundred twenty-five thousand, four dollars (\$225,004.00) per year starting on the Commencement Date.

3.1.2 **Initial Base Compensation.** Kern COG will pay Executive Director an initial base salary of eight-thousand, six-hundred, fifty-four dollars and no cents (\$8,654.00) biweekly not to exceed two-hundred, twenty-five thousand, four dollars (\$225,004.00) annually. Executive Director will be paid biweekly on the same schedule as regular Kern COG employees. The exact date of said biweekly payments will be at the sole discretion of Kern COG. All payments made by Kern COG to Executive Director under this subparagraph shall be subject to all applicable federal and state taxes and withholding requirements.

3.1.3 **Salary Increases.** Executive Director will be given an annual performance evaluation by the Kern COG Board, at which time, if his performance meets standards, a salary step increase of 2.5%, shall be granted with the approval of the Kern COG Board after each satisfactory annual performance evaluation.

3.2 **Additional Provisions.**

3.21. **Severance Benefit.** Subject to **Paragraph 27.2**, the Severance Period is one hundred eighty (180) days. Benefits will not be continued for the same period as the severance package. Benefits will end at termination of employment.

3.2.2 **Release.**

(a) If Executive Director accepts any of the severance benefits or payments described in **paragraph 3.2** herein, Executive Director will, on behalf of himself and his assigns, heirs, legal representatives and agents, release and forever is charge Kern COG and each of its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives and each of them separately and collectively (hereinafter referred to separately and collectively as the "**Releasees**") from any and all claims, liens, demands, actions, causes of action, suits, debts, contracts, promises, obligations, damages, liabilities, losses, costs and expenses of any nature whatsoever, known or unknown, in law or in equity, anticipated or unanticipated, conditional or contingent



(collectively, "**Actions and Liabilities**"), which Executive Director now owns or holds, or at any time heretofore owned or held, or which Executive Director hereafter can, shall or may own or hold against any of the Releasees, which in each case arise out of or relate to Executive Director's employment by Kern COG, the termination of Executive Director's employment, any status, term or condition of such employment, Executive Director's service to Kern COG as Executive Director, or any physical or mental harm or distress from such employment or service or from termination of such employment or service, including without limitation, (i):any and all claims under California statutory or decisional law pertaining to wrongful discharge, retaliation, breach of contract, breach of public policy misrepresentation, fraud or defamation; (ii) any and all claims under the California Fair Employment and Housing Act, the California Labor Code, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Fair Labor Standards Act and the Americans with Disabilities Act; (iii) claims arising under any federal, state or local statute, regulation, or ordinance prohibiting discrimination on the basis of race, color, creed, religion, religious creed, sex, marital status, sexual orientation, gender, veterans status, genetic characteristics, pregnancy, childbirth or related medical condition, national origin, age, ancestry, citizenship status, mental or physical disability or handicap, medical condition, AIDS or related medical condition, arrest record, or other basis of discrimination; (iv) any and all claims for cost, expenses or attorney fees; and (v) any claims to rehire rights; provided, however that claims for vested benefits and claims for workers' compensation and unemployment insurance benefits are not waived.

(b) Nothing in the preceding **subparagraph 3.2.2(a)** shall operate to release, relieve, waive, relinquish or discharge Kern COG from any obligation it may have to indemnify Executive Director pursuant to sections 825 et seq. of the California Government Code.

3.2.3 Waiver. Executive Director expressly understands and agrees that the releases contained **in subparagraph 3.2.2(a)** fully and finally release and forever resolve the matters released and discharged in such subparagraph, including those which may be unknown, unanticipated and/or unsuspected, and upon the advice of legal counsel, hereby expressly waives all benefits under section 1542 of the California Civil Code, as well as under any other statutes or common law principles of similar effect, to the extent that such benefits may contravene the provisions of **subparagraph 3.2.2(a)**. Executive Director acknowledges that he has read and understands section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR

SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULDHAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4. **Benefits Package.** Executive Director shall receive benefits from Kern COG as described below.

4.1 **Retirement.**

4.1.1 California Public Employees Retirement System ("PERS") Retirement Benefits: Executive Director; will he included in the Local Miscellaneous 2.5 at 55 Formula plan and will pay the employee portion of his retirement benefits at 8% of annual salary.

4.2 **Health Care Coverage.**

4.2.1 Medical Insurance premiums: Kern COG will pay 80% of the cost toward Executive Director's medical insurance premiums offered through the Public Employees Retirement System Contracting Agencies Other Southern California Region plan. The 80% cited herein is intended to compensate the Executive Director at the same rate as all Kern COG Employees.

4.2.2 Dental, Vision and Disability Insurance premiums will be paid for the Executive Director by Kern COG to the same extent this benefit is paid for all Kern COG employees.

4.2.3 Executive Director will be solely responsible for any medical premium amounts in excess of that allowed in **paragraph 4.2.** Medical insurance premiums are paid through payroll deduction and any amounts in excess of the amount allowed in **paragraph 4.2** will be deducted from Executive Director's bi-weekly paycheck.

4.3 **Vacation.** Executive Director will receive 240 hours (6 weeks) of vacation accrual upon Commencement Date. Further vacation accrual will commence after one full year of employment, at the rate of 9.2307692 hours per pay period. Kern COG's vacation policy, as amended from time to time by the Board, will be applied to the Executive Director to the extent it is not inconsistent with this Agreement.

4.4 **Sick Leave.** Executive Director will be provided a bank of 192 hours of sick leave upon Commencement Date. Additional sick leave accrual will commence upon Commencement Date and all other aspects of the Kern COG sick leave policy will be applied to the Executive Director to the extent it is not inconsistent with this Agreement.

4.5 Holidays. Executive Director shall be entitled to all paid holidays authorized as official holidays for Kern COG employees.

4.6 Life Insurance. Executive Director will receive the standard life insurance benefit Kern COG provides for all employees.

4.7 Car Allowance: \$750.00 per month.

4.8 Technology Allowance: \$200.00 per month.

4.9 Attendance at Meetings. Executive Director shall be permitted to be absent from Kern COG during normal working days to attend professional meetings and to attend to such outside professional duties consistent with Kern COG's mission as may be appropriate. Attendance at such approved meetings and accomplishment of approved professional duties shall be fully compensated service time and will not be considered vacation time.

4.10 Expense Reimbursement. Kern COG shall reimburse Executive Director for all approved and necessary business expenditures in accordance with Kern COG policy, as amended from time to time.

4.11 Dues. Kern COG agrees to pay dues to professional associations and societies of which Executive Director is a member in accordance with Kern COG policy, as amended from time to time.

4.12 Mileage Reimbursement. Kern COG shall reimburse Executive Director for personal vehicle use at the standard IRS mileage rate, upon submission of mileage reimbursement request for all business miles traveled outside the Bakersfield City limits and the surrounding contiguous unincorporated Bakersfield metropolitan area.

4.13 Limitation on Benefits. Except as expressly stated herein, Executive Director shall receive no other benefits from Kern COG.

5. **Assignment.** Executive Director shall not assign or transfer this Agreement or its obligations hereunder, or any part thereof. Executive Director shall not assign any money due or which becomes due to Executive Director under this Agreement without the prior written approval of Kern COG.

6. **Authority to Bind Kern COG.** It is understood that Executive Director, in his performance of any and all duties under this Agreement, has no authority to bind Kern COG to any agreements or undertakings unless authorized by the Board of Directors.

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

8. **Choice of Law/Venue.** This Agreement shall be construed and enforced under and in accordance with the laws of the state of California, with venue of any action relating to this Agreement in the County of Kern.

9. **Compliance with Law.** Executive Director shall observe and comply with all applicable Kern County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which is hereby made a part hereof and incorporated herein by reference.

10. **Confidentiality.** Executive Director shall maintain confidentiality with respect to information that he receives in the course of his employment and not use or permit the use of or disclose any such information in connection with any activity or business to any person, firm or corporation whatsoever, unless such disclosure is required in validly issued subpoena or other process of law or as required by the California Public Records Act. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

11. **Conflict of Interest.** The parties to this Agreement have read and are aware of the provisions of sections 1090 et seq. and sections 87100 et seq. of California Government Code relating to conflict of interest of public officers and employees. All parties hereto agree that they are unaware of any financial or economic interest of any public officer or employee of Kern COG relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, Kern COG may immediately terminate this Agreement by giving written notice thereof. Executive Director shall comply with the requirements of California Government Code sections 87100 et seq. during the Term of this Agreement.

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

13. **Dispute Resolution.**

13.1 **Special Meeting.** Except as set forth in **paragraph 13.6** below in the event of any dispute or disagreement between the parties with respect to this Agreement, either party may request in writing a special meeting for the resolution of the dispute (a "Special Meeting"). The Special Meeting shall be held at a mutually agreeable location within ten (10) days of a written request for the meeting, which request shall specify the nature of the dispute to be resolved. The Special Meeting shall be attended by representatives of Kern COG and Executive Director (who may or may not be accompanied by legal counsel, in their respective discretion} who shall attempt in good faith to resolve the dispute and shall have reasonable authority to do so.

13.2 **Mediation.** If a dispute has not been resolved within thirty (30) days after the date of the Special Meeting, either party may initiate mediation by giving written notice thereof to the other party hereto. Both parties shall attend and

participate in the mediation, which shall be binding upon the parties if a mutually agreeable resolution is achieved. The mediation proceeding shall commence not more than thirty (30) days after the written notice initiating process is given by one party to the other party hereto and shall be conducted-"in the County of Kern, state of California, by an impartial third party mediator in accordance with the procedures of JAMS/Endispute, Inc. The mediator may be given written statements of the parties and may inspect any applicable documents or instruments. All mediation proceedings shall be attended by representatives of Kern COG and Executive Director with reasonable authority to resolve the dispute. The costs and expenses associated with the mediator and the mediation shall be paid equally by Kern COG and Executive Director regardless of the result of the mediation proceeding. Each party shall bear its own attorneys' fees and costs in connection with the mediation process.

13.3 Settlement through Mediation. If as a result of the mediation, a settlement is reached and the parties agree that such settlement shall be reduced to writing, then (i) the mediator shall be appointed an arbitrator for the sole purpose of signing the settlement agreement reached through the mediation process, (ii) the settlement agreement shall have the same force and effect as an arbitration award, and (iii) judgment may be entered upon the settlement agreement in accordance with applicable law in any court having competent jurisdiction thereof.

13.4 Inadmissibility. The Special Meeting and the mediation proceeding shall be subject to California Evidence Code sections 1152 and 1115 through 1128, inclusive.

13.5 Arbitration. If a dispute is not resolved through the mediation process described in **paragraph 13.2** above, then either party may commence arbitration by giving a written notice to the other party demanding arbitration. There shall be one (1) impartial third party arbitrator. If the parties are unable to agree upon a mutually acceptable arbitrator within thirty (30) days after the demand for arbitration is given, then the parties will stipulate to the arbitration before a single impartial third party arbitrator who is a retired judge on the Los Angeles panel of JAMS/Endispute, Inc., and who is selected by the then serving chief administrative officer of JAMS/ Endispute, Inc.

13.5.1 Applicable Law; Venue. The substantive internal law (and not the conflict of laws) of the state of California shall be applied by the arbitrator to the resolution of the dispute. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and the provisions of section 1283.05 of the California Code of Civil Procedure are hereby incorporated by reference into this Agreement pursuant to the provisions of section 1283:4.(b) of the California Code of Civil Procedure. In the event that either of said sections .is amended in a manner which limits or reduces the discovery rights contained in said sections as of the effective date of this Agreement, said amendment shall not be

deemed to apply to this Agreement unless the parties agree in writing that the same shall apply. In the event that either section 1283.05 or 1283.1(b) is repealed, the provisions of section 1283.05 shall nevertheless continue to apply and the parties shall have the discovery rights as provided therein as of the Commencement Date of this agreement. The California Evidence Code shall apply to all testimony and documents submitted to the arbitrator. The arbitration shall take place in the County of Kern, state of California, unless the parties otherwise agree in writing.

13.5.2 Arbitration Hearing. As soon as reasonably practicable, a hearing with respect to the dispute of matter to be resolved shall be conducted by the arbitrator. As soon as reasonably practicable, but not later than thirty (30) days after the hearing is completed, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their respective Legal counsel.

13.5.3 Final Decision. All decisions of the arbitrator shall be final, binding and conclusive on all parties subject to appeal or being set aside only on the grounds set forth in the California Code of Civil Procedure, and, except as otherwise set forth in **paragraph 13.6** below, shall be the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of competent jurisdiction may issue a writ of execution to enforce the arbitrator's decision. Judgment may be entered upon such decision in accordance with applicable law in any court having competent jurisdiction thereof.

13.6 Injunctive Relief. Notwithstanding the contrary provisions of this **paragraph** and except as provided in **paragraph 3.2** above, each of the parties hereto shall have the right to apply for and obtain a temporary restraining order or other temporary, interim or permanent injunctive or equitable relief from a court of competent jurisdiction in order to enforce the provisions of any part of this Agreement as may be necessary to protect its rights under such section or paragraph, as applicable.

13.7 Statute of Limitations. This dispute resolution procedure shall not in any manner affect any statutes of limitation relating to any claims, dispute or other matters arising out of this Agreement, provided that the statute of limitations shall be stayed during any period that the mediation or arbitration process is continuing pursuant to this **paragraph 13**

13.8 Right Reserved by Parties. The provisions of this **paragraph 13** shall not limit, require the postponement of, or in any other way preclude the exercise of any right or remedies otherwise enjoyed by any party hereto under the provisions of this Agreement.

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

15. **Indemnification.** Kern COG, shall defend and indemnify Executive Director for duties performed as Executive Director to the same extent as would be afforded to a regular full-time Kern COG employee. Said duty of defense and indemnity shall not apply to intentional or willful misconduct, gross negligence, dereliction or criminal misconduct on the part of Executive Director, and further shall not extend to any conduct, actions or activities which do not arise directly from the performance of this Agreement.

16. **Invalidity of a Portion.** Should a portion, section, paragraph or term of this Agreement be construed as invalid by a court of competent jurisdiction, or a competent state or federal agency, the balance of the Agreement will remain in full force and effect. Further, to the extent any term or portion of this Agreement is found invalid, void or inoperative, the parties agree that a court may construe this Agreement in such a manner as will carry into force and effect the intent appearing herein.

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

18. **Nondiscrimination.** The parties mutually agree to abide by all laws, federal, state and local, and by all policies of the Kern COG respecting discrimination. The parties shall not discriminate on the basis of race, color, national origin, age, religion, marital status or sexual preference.

19. **Non-solicitation.** During the Term of this Agreement and for a period of twelve (12) months following the termination or expiration thereof, Executive Director shall not directly or indirectly through his own efforts, or otherwise, employ, solicit to employ, or otherwise contract with, or in any way retain the services of any employee or former employee of Kern COG, if such individual has provided professional or support services to Kern COG at any time during the Term of this Agreement, without the express written consent of Kern COG. Executive Director will not interfere with the relationship of Kern COG and any of its employees and Executive Director will not attempt to divert from Kern COG any business in which Kern COG has been actively engaged during his employment.

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

21. **Notices.** Notices to be given by one party to the other under this Agreement shall be given in writing by personal delivery, by certified mail, return receipt requested, or

express delivery service at the addresses specified below. Notices delivered personally shall be deemed received; mailed or expressed notices shall be deemed received four (4) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above. Notice to Kern COG may only be considered accomplished when made to both the Kern COG Board Chairman and the Kern COG Administrative Division Director.

Kern Council of Governments  
1401 19th Street, Suite 300  
Bakersfield, California 93301  
Attn: Kern COG Board Chairman

Kern Council of Governments  
1401 19<sup>th</sup> Street, Suite 300  
Bakersfield, California 93301  
Attn: Administrative Division Director

22. **Relationship.** Kern COG and Executive Director recognize that Executive Director is rendering specialized, professional services, and that each party is possessed of legal knowledge and skill, and that this Agreement is fully understood by the parties and is the result of bargaining between the parties. Each party acknowledges their opportunity to fully and independently review and consider this Agreement and affirm complete understanding of the effect and operation of its terms prior to entering into the same. Executive Director acknowledges that he shall not be deemed a classified employee or have any right or protections under Kern COG's civil service ordinance, rules or regulations.

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

24. **Signature Authority.** Each party represents that they have full power and authority to enter into and perform this Agreement and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The execution and delivery by the parties of this Agreement and compliance with the terms hereof do not and will not (i) conflict with or result in a breach of the terms, conditions or provisions of any Agreement, order or other instrument to which Executive Director or Kern COG is a party or subject to, (ii) constitute a default or event of default under any agreement, order or other instrument to which Executive Director or Kern COG is a party or subject to, (iii) result in a violation of any agreement, order or other instrument to which Executive Director or Kern COG is a party or subject to, or (iv) require any authorization, consent, approval or other action by or notice to any court, third party or governmental authority.

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



26. **Successors in Interest.** The provisions of this Agreement and obligations arising hereunder shall extend to and be binding upon and inure to the benefit of the assigns and successors of each of the parties hereto.

27. **Termination.**

27.1 **Involuntary Termination.** For purposes of this Agreement, "Involuntary Termination" shall mean that one of the following events occurs: (i) Kern COG terminates the employment of Executive Director for any reason other than cause; (ii) there is a material change in the duties or authority of Executive Director; or (iii) there is a closure of KERN COG.

27.1.1 **Kern COG Discretion.** Kern COG may, in its sole discretion and without cause, terminate the duties of Executive Director as Executive Director. Such action shall become effective upon written notice to Executive Director or at such later time as may be specified in said notice.

27.1.2 **Change in Duties.** Kern COG may, in its sole discretion, change the duties or authority of Executive Director so it can reasonably be found that Executive Director is no longer performing as Executive Director. Executive Director shall have the right, within ninety (90) days of such event, in his complete discretion, to terminate this Agreement by giving Kern COG one hundred twenty days (120) days' prior written notice of his decision to terminate.

27.1.3 **Closure.** If Kern COG is closed, Executive Director may, in his sole discretion, terminate his employment or be retained by its successor. Any election to terminate employment under this subparagraph must be made prior to the closure, as applicable. If Executive Director continues to be employed as Executive Director for its successor organization, all of the terms and conditions of this Agreement shall remain in effect. Kern COG agrees that neither it nor any successor in interest shall enter into any agreement that would negate or contradict the provisions of this Agreement.

27.2 **Effect of Involuntary Termination.**

27.2.1 **Kern COG Discretion.** Upon such termination, all rights, duties and obligation of both parties shall cease except that Kern COG shall continue to pay Executive Director in accordance with **paragraph 3.2** herein (the "**Severance Period**"). During the Severance Period, Executive Director shall not be required to perform any duties for Kern COG or come to Kern COG.

27.2.2 **Change in Duties.** If Executive Director elects to terminate employment due to a change in duties or authority, upon such termination, all rights, duties and obligation of both parties shall

cease except that Kern COG shall continue to pay Executive Director in accordance with **paragraph 3.2** herein. During the Severance Period, Executive Director shall not be required to perform any duties for Kern COG or come to Kern COG.

27.2.3 Sale, Merger or Closure. If Executive Director elects to terminate employment due to the closure of Kern COG, upon such termination, all rights, duties and obligation of both parties shall cease except that Kern COG shall continue to pay Executive Director in accordance with **paragraph 3.2** herein. During the Severance Period, Executive Director shall not be required to perform any duties for Kern COG or come to Kern COG.

27.3 Voluntary Termination. Executive Director may in his discretion terminate this Agreement for any other reason than as stated in **subparagraph 27.1.2** by giving the Board Chair one hundred twenty (120) days' prior written notice of his decision to terminate. At the end of one hundred twenty (120) days, all rights, duties and obligations of both parties under this Agreement shall cease and Executive Director will not be entitled to any of the severance benefits described in **paragraph 3.2** herein.

27.4 Termination for Cause. Notwithstanding the foregoing, Kern COG shall have the right to terminate this Agreement effective immediately after giving written notice to Executive Director in the event Kern COG determines there has been (i) an unauthorized use or disclosure of confidential or proprietary information by Executive Director which causes material harm to Kern COG; (ii) negligence or misconduct in the performance of a material duty by Executive Director, including failure to follow the reasonable directions of the Kern COG Board, in each case, after receipt of written notice from Kern COG setting forth with reasonable specificity such negligence, misconduct or failure, and the failure of Executive Director to initiate corrective action within three (3) business days of receipt of such notice, and correct the behavior described in the notice within fifteen (15) days following receipt of such notice; (iii) conviction of Executive Director of a felony offense or crime, or plea of "guilty" or "no contest" to a felony offense; (iv) commission of any unlawful act by Executive Director which would be detrimental to the reputation, character or standing of Kern COG; or (v) commission of a material act of dishonesty, fraud, embezzlement, misappropriation or financial dishonesty by Executive Director against Kern COG.

27.5 Effect of Termination for Cause. In the event of termination of this Agreement for cause, Executive Director will not be entitled to any of the severance benefits described in paragraph 3.2 herein and Kern COG will have no further obligation to pay for any services rendered or expenses incurred by Executive Director. After the effective date of the termination, Executive Director shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

27.6 Effect of Termination Generally.

27.6.1 Vacation of premises. Upon expiration or earlier termination of the Agreement, Executive Director shall immediately vacate Kern COG, removing at such time any and all personal property of Executive Director, any personal property that Executive Director has not so removed.

27.6.2 No Interference. Following the expiration or earlier termination of this Agreement, Executive Director shall not do anything or cause any person to do anything that might interfere with any efforts by Kern COG to contract with any other individual or entity for the provision of services or to interfere in any way with any relationship between Kern COG and any person who may replace Executive Director.

27.6.3 New Board Member Appointment Kern COG may not unilaterally terminate Executive Director, except as provided for in paragraph 27.4 of the Agreement, within the six (6) month period immediately following the appointment of a new voting member of Kern COG Board. The appointment date shall directly correspond with the date the new Kern COG Board member's appointing body or authority notifies Kern COG of the appointment.

IN WITNESS TO THE FOREGOING, the parties have entered into this Agreement as of the day and year first written above.

**KERN COUNCIL OF GOVERNMENTS**

**EXECUTIVE DIRECTOR**

By \_\_\_\_\_  
Robert Smith, Chair  
Kern Council of Governments

By \_\_\_\_\_  
John (Jay) Schlosser

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

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

## **EXHIBIT "A"**

*Position Description for John Schlosser, Executive Director, Kern Council of Governments.*

**The Position:** The Executive Director is the chief administrative officer at Kern COG. The Executive Director will report directly to the Kern COG Board and be responsible for the proper administration of all Kern COG affairs.

**Goals and Objectives:** The following are the expectations for achievement by the Executive Director during his tenure at Kern COG:

- Supervise the planning and implementation of all Kern COG's activities and formulate and present to the Council the plans for such activities and the means to finance same.
- Supervise and direct the preparation of the annual budget for the Board and be responsible for its administration after adoption by the Council.
- Appoint, supervise, suspend, discipline or remove Kern COG employees subject to the applicable policies and procedures in place and/or adopted, from time to time, by the Board.
- Attend all meetings of the Council and act as the secretary to the Council.
- Prepare and submit to the council periodic financial reports and, as soon as practicable after the end of each fiscal year, a complete report of the finances and administrative activities of Kern COG for the preceding year.
- Have custody and charge of all Kern COG property other than money and securities.

### **Typical Tasks and Responsibilities:**

- Plan, assign and supervise the technical detail and administrative arrangements of Kern COG.
- Develop and present to the Board for approval the goals and objectives for Kern COG, with the requisite plan for implementation.
- Once approved, implement the goals and objectives with clear directions, programs and priorities for achievement with specific time frames for completion.
- Assess organizational strengths and resource requirements and create a strategic plan, budget and timeline for resource development/improvement.
- Provide leadership, by example, establishing and maintaining quality standards.
- Work collaboratively with others to create and promote a cohesive, collaborative and effective leadership team to support Kern COG strategies and work programs.

- Translate Board determined strategies into specific objectives and initiatives, create structures, processes and systems to support strategic priorities and integrates efforts across organizational functions; obtains and allocates resources as needed; assigns clear authority and accountability for performance management and improvement efforts.
- Ensure quality-related plans and strategies 1 reflect the highest standards of ethics and integrity.
- Provide oversight and direction, act as liaison, serve or appoint others to serve or represent Kern COG at applicable and appropriate local, state or federal meetings, agencies, commissions, or hearings.
- In collaboration with key staff, evaluate the organization's strategic efforts and determine the appropriate initiatives to achieve organizational objectives and effectiveness.
- Provide strategic and technical direction in the assessment and development of opportunities related to organizational strategies, data collection and analysis, and information management tools intended to support quality improvement and performance excellence for the organization's programs.
- Summarize, and process any outcome data from multiple sources into meaningful, manageable information upon which to make decisions about program and organization performance improvement.
- Contribute to the development of policy and processes related to quality improvement and performance management.
- Collaborate with key staff to define performance issues and outcomes, set priorities and determines methods for improvement.
- Implement monitoring and measurement tools across the organization related to organizational and program quality improvement.
- Assist key staff within the organization to define performance management opportunities and priorities; develop solutions and process changes to resolve problems and improve performance; coach key staff on individual performance related to desired outcomes and expectations and its impact on overall organizational performance.
- Assist key staff in making difficult or sensitive organizational changes; serve as a resource for change leadership, group dynamics, negotiation; principles, knowledge of human factors and human error theory.
- Maintain professional affiliations, as appropriate, and participate in professional activities to keep abreast of developments in related fields to ensure best practices within the organization.

- Perform such other duties as the Council may require in carrying out the policies and directives of the Council.
- Abide by all policies and procedures as set forth in the Kern COG employee policy manual as amended, to the degree those policies and procedures are not inconsistent with the terms and conditions of this Agreement.

**Minimum Qualifications:**

- Graduation from a recognized college or university preferably with a Major in City or Regional Planning or Public or Business Administration, or Engineering.
- Five years of increasingly responsible professional experience in governmental planning or administration, at least four years of which must have been in city, county or regional planning.
- Additional related education (i.e., Masters in Planning or Administration), job experience and results achieved will be considered.
- Valid California driver's license and driving record acceptable to Kern COG.
- Knowledge of the principles and practices applicable to governmental planning and management.
- Knowledge of the trends, policies and regulations affecting public planning.
- Knowledge of the California State Planning Act, Subdivision Act, Sustainable Community Planning and pertinent local planning requirements.
- Knowledge of transportation engineering.
- Demonstrated ability to collect, analyze and interpret data.
- Demonstrated ability to establish and maintain confidential and cooperative relations with the public and the staff.
- Demonstrated ability to prepare and implement annual work programs and annual fund budgets.
- Demonstrated ability to manage and implement an administrative and personnel system.
- Demonstrated ability to manage a multi-discipline organization
- Demonstrated ability to work collaboratively and effectively with city, county, and state organizations and staff, citizen groups, local boards and elected officials.

- Ability to travel frequently throughout the San Joaquin Valley, specifically, and the state of California generally.
- Pass a criminal background check and maintain a clean criminal record, notifying the Council of any subsequent charges or arrests for any crime.

### **Physical Requirements:**

#### **Body Position:**

- Sit to operate the computer, talk on telephone, work at desk and to drive vehicle for frequent travel.
- Sit/stand to work with public and other employees, as needed.
- Twist upper body to use office equipment, relocate shelved materials, and talk on the telephone.
- Stand/stoop/crouch/kneel/squat to file or retrieve materials in low cabinets or on low shelves.
- Walk/stand to deliver materials within the office.

#### **Object Manipulation:**

- Use the computer- press keys with fingers, both hands.
- Operate a telephone- reach, lift with hand, press keys with fingers.
- Use pens and pencils to record data -grasp by thumb and finger.
- Use keys to unlock office, file cabinets, doors and storage facility - grasp by thumb and finger, twist with wrist/hand.
- Operate a motor vehicle - use hands and fingers to manipulate key entry, steering wheel, vehicle controls, and gear shift; use both legs/feet to control power and braking of vehicle.

#### **Environment Demands:**

- Work under general office noise with telephones ringing, people talking, printers operating, copiers/other office equipment running.
- Work indoors in a carpeted environment to perform office related responsibilities.



# III. E. COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi,  
Executive Director

BY: Sarah Plank, Financial Services Officer  
Becky Napier, Deputy Director – Administration

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.  
FY 2023/24 KERN COUNCIL OF GOVERNMENTS FINANCIAL AND COMPLIANCE AUDIT REPORTS

DESCRIPTION:

Pursuant to California Government Code Section 6505, Kern COG must provide for an annual financial and compliance audit report by a qualified independent auditor. Kern COG retained the firm of Brown Armstrong to render the applicable audit services and issue reports for the year ended June 30, 2024.

DISCUSSION:

The independent auditor has issued an Unmodified opinion in the FT 2023/24 audit report. The report concluded with no material weaknesses, no significant deficiencies, and no noncompliance noted.

This financial and compliance audit report covers the transactions recorded in the following funds and account groups:

<u>FUND</u>	<u>DESCRIPTION</u>
Kern COG Special Revenue Fund (#42905)	This is KCOG's operating fund and it records the majority of Kern COG's financial activity, including federal, state and local revenues, expenditures and budget versus actual comparisons.
Kern COG State Subvention Fund (#29020)	Records the original transactions involving Caltrans planning and commute assistance subventions. These funds are ultimately transferred to the Special Revenue Fund to reimburse eligible allocated costs.
KMAA Enterprise Fund (#42900)	Records the financial activity of the Kern Motorist Aid Authority, including DMV fee revenues and call box system operating expenses.
Local Transportation Fund (#24075)	Records the financial activity of Kern COG serving in a custodial or fiduciary capacity as prescribed by Article 3 of the Transportation Development Act, including sales tax revenues and claim disbursements.
State Transit Assistance Fund (#24076)	Records the financial activity of Kern COG serving in a custodial or fiduciary capacity as prescribed by Article 6.5 of the



Transportation Development Act, including state revenues and claim disbursements.

State of Good Repair Fund (#24082)

Records the financial activity of Kern COG serving in a custodial or fiduciary capacity as prescribed by Sections 99313 & 99314 of the Public Utilities Code, including state revenues and claim disbursements.

Regional Early Action Planning Fund (#42906)

Records the financial activity of Kern COG for planning activities related to the regional housing need assessment as prescribed in Section 50515.02, subdivision (a), of the Health and Safety Code.

Public Transportation Modernization, Improvement and Service Enhancement Account Program (*PTMISEA*) (#42908)

Records Kern COG's financial activity in its custodial or fiduciary capacity as prescribed by Government Code, Chapter 12.49, Section 8879.20, including Proposition 1B revenues and public transit project disbursements.

California Transit Security Grant Program (*CTSGP*) (#42929)

Records Kern COG's financial activity in its custodial or fiduciary capacity as prescribed by Government Code, Chapter 12.49, Section 8879.23, including Proposition 1B revenues for mobility, safety, and air quality improvements.

The audit report has been submitted to Federal Audit Clearinghouse and State Controller's Office as required.

ACTION: Accept and file reports. ROLL CALL VOTE.



**Kern Council  
of Governments**

**III. F.  
COG**

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi  
Executive Director

BY: Susanne Campbell  
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. F.  
2025 Community Survey Final Report

DESCRIPTION:

Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2025 Community Survey.

DISCUSSION:

The 2025 Survey is the thirteenth telephone survey conducted for Kern COG in as many years. The Survey was designed to track the results of all of the previous telephone surveys.

Overall, 1,400 adult residents in Kern County completed the community survey, representing a total universe of 654,441 adult residents 18 or older. Interviews were conducted in either Spanish or English depending on the preference of the resident surveyed. Interviews were conducted from January 13 through January 24, 2025. Data collection was as follows: 39 landlines, 262 cell phones, 1092 online from text invitations. In order to allow segmentation of results by region, the areas of the county were sampled as follows: 37 in West Kern, 1095 in the Central Valley, 99 in the Mountain regions, and 127 in East Kern.

To access the Final Report, please access the following link:

<https://www.kerncog.org/quality-of-life-survey/>

Bryan Godbe will make a presentation of the findings of the survey at the May Board Meeting.

ACTION

Accept the 2025 Community Survey Final Report.

ROLL CALL VOTE.



GODBE RESEARCH  
Gain Insight

# Kern Council of Governments: 2025 Community Survey

March 2025

# Overview and Research Objectives

The Kern Council of Governments commissioned Godbe Research to conduct a telephone and online survey of residents of Kern County with the following research objectives:

- Gauge residents' overall opinion of current and future quality of life in their city or town, as well as the most and least liked aspects;
- Survey the importance of specific issues related to future quality of life in the County;
- Understand the daily commute behavior of the average resident, and the impact of telecommuting and working remotely on current and potential future commute behavior;
- Test support for alternative modes of transportation;
- Gauge perceptions about local traffic flow and the impact of commercial truck traffic;
- Assess opinions on potential registration fee changes for electric vehicles and gas tax revenue replacement;
- Determine housing preferences, as well as awareness of and interest in shared lots and duplexes; and
- Identify any differences in opinion due to demographic and/or behavioral characteristics.

- Data Collection Telephone and online interviewing
- Universe 654,441 adult (age 18 or older) residents of Kern County
- Fielding Dates January 13 through 24, 2025
- Interview Length 25 minutes (Phone)
- Sample Size n=1,400 Adult residents  
(Cell=262; Landline=36; Text/online=1,102)  
25 interviews were conducted in Spanish
- Margin of Error  $\pm 2.62\%$



GODBE RESEARCH  
Gain Insight

## Executive Summary

- The survey results revealed a lower level of satisfaction with the quality of life among Kern County residents compared with 2024. More than half of respondents (57.8%) said they were at least “Somewhat satisfied,” and those indicating “Very satisfied” decreased 7.9% since 2024. As a result, more residents indicated they were somewhat dissatisfied.
- When asked about the outlook on the future quality of life in the County, residents’ opinions shifted a bit more negative than in 2024, with decreases in the “Much better” response category and increases in those responding “Somewhat worse.” There was, however, a decline in the response category “Much worse” compared with 2024. In this survey, 29.8% of respondents felt the quality of life would be at least “Somewhat Better” compared to 35.2% in 2024. Those who predicted life would be worse on some level totaled 40.4%.
- In an open-ended format (multiple responses accepted), residents were asked to list the most and least liked features of their city or town. The top three most-liked features were “Small town atmosphere” (39.6%), “Cost of living” (33.9%), and “Sense of community” (30.7%). The least liked features mentioned were “Homelessness” (57.8%), “Crime rate” (50.6%), and “Air quality” (46.3%).

- Twenty-one issues were assessed for their impact on improving future quality of life in Kern County and then compared with previous years' data. This included a new issue, "Increasing telecommuting job opportunities (L)." Shifts in priority for the top seven were seen in 2025. "Preserving water supply (N)" received the highest priority, trading places with "Improving the quality of public education (U)" from 2024. When comparing to 2024, "Improving fire and emergency medical services (R)" replaced "Creating more high paying jobs (A)" in the top issues. The most important issues for the future were:
  1. "Preserving water supply (N)" (3.60)
  2. "Improving the quality of public education (U)" (3.56)
  3. "Improving crime prevention and gang prevention programs (T)" (3.52)
  4. "Maintaining local streets and roads (G)" (3.52)
  5. "Improving water quality (O)" (3.49)
  6. "Improving fire and emergency medical services (R)" (3.45)
  7. "Improving local health care and social services (S)" (3.38)
- An increase over 2024 results, the majority of residents (78.8%) said they drive alone as their primary mode of transportation to work or school.



- In two new questions, respondents were asked to characterize their work schedule and commute distance. The vast majority (63.9%) reported working full-time, five days a week. With respect to commute distance, a majority of residents (57.5% reported commuting from zero to one hundred miles per week.
- Similar to 2024, 19.8% of residents telecommute/work from home, with about a quarter able to do this five days a week. Nearly two-thirds of telecommuters (63.9%) began working remotely less than five years ago, and the top reasons for working remotely were “More productive/Less wasted time commuting,” “Saving money,” and “Driving less/Putting fewer miles on my car.” Of those not currently telecommuting, but could if they preferred, about one in ten said they could work remotely at least 5 days a week. The top reasons for beginning to telecommute were “Saving money” and “Driving less/Putting fewer miles on my car.” A majority of telecommuters (62.6%) reported a substantial decrease in the number of miles driven each year.
- Attitudes toward traffic flow were slightly more negative in 2025, with “Excellent” at 5.8%, “Good” at 29.8%, “Fair” at 48.8% and “Poor” at 14.9%.

- When asked about local commercial truck traffic, more than half of residents (57.9%) indicated they noticed an increase in this traffic segment. The top three reasons attributed to the increase were “Construction on roads/freeway,” “Additional demand in delivery/Post-Covid delivery behavior” and “Amazon/Fulfillment center/Distribution Center.” Residents continue to view the increase of warehouse facilities as a positive for the community (40.8%), while about one in ten do not. About a third of residents have mixed opinions. More than half of residents (51.7%) still support higher truck registration fees.
- Nearly half of residents (45.8%) indicated electric vehicles should be assessed a higher registration fee to offset the gas tax, but one in five were unsupportive of this (19.5%). About one in five supporters (18.9%) of a discounted vehicle registration fee for electric vehicles also supported taxing oil and gas.
- Commuters who drive alone were asked if they would consider an alternative transit mode, if available. The overwhelming majority (62.7%) reiterated they would continue to “Drive alone.” All but one of the alternatives increased in mentions over 2024, with about one in five opting for “Carpool/vanpool,” “Bike/Electric bike,” “Traditional bus service,” and “Electric vehicle.”

- As in 2024, more than two out of five residents reported living in a single-family home with a large yard (43.4%), while more than a third indicated they live in a single-family home with a small yard (36.5%). About one in seven residents live in an apartment (14.2%), while 3.9% live in a townhouse or condominium, and 0.4% said they live in a multi-use building.
- Examination of potential future housing preferences revealed 77.0% of residents (“Definitely yes”/“Probably yes”) said they would choose a single-family home with large yard, while 72.7% would select the single-family home with small yard. A townhome or condominium was preferred by 43.4% of residents, whereas 34.0% would opt for an apartment and 34.5% would consider a mixed-use building.
- More than half of residents (55.3%) reported owning their home. A third of residents (34.5%) said they would consider a home that shares a lot with another house or live in a duplex, whereas more than half (57.1%) rejected this option.

- When homeowners were asked if they would consider building a second dwelling unit or converting their home to a duplex, more than a third (36.2%) indicated they would. However, about two out of three residents (40.9%) said they would not. Only 1.6% of residents indicated they already had a second dwelling unit or duplex on their property, while 17.1% reported they did not have property or space available to create a second dwelling unit.



GODBE RESEARCH  
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[www.godberesearch.com](http://www.godberesearch.com)

California and Corporate Offices  
1220 Howard Avenue, Suite 250  
Burlingame, CA 94010

Nevada Office  
59 Damonte Ranch Parkway, Suite B309  
Reno, NV 89521



## III. G. COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi, Executive Director

By: Becky Napier  
Deputy Director – Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. G.  
FY 2025-26 FINAL OVERALL WORK PROGRAM

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

**DISCUSSION:** The 2025-2026 OWP addresses issues and concerns identified by state and federal agencies which provide resources to Kern COG. Also, the OWP addresses concerns identified by member agencies during the development of the program.

The Kern COG transportation planning process focuses on a coordinated, comprehensive, and cooperative process. The Regional Transportation Plan (RTP), which addresses congestion management and the intermodal connection of transportation facilities, is coordinated with the eleven incorporated cities, Kern County and the eight surrounding regional transportation planning agencies, the San Joaquin Valley Transportation Planning Agencies, the San Joaquin Valley Air Pollution Control District, and Caltrans Districts 6 & 9.

Kern COG staff met with Federal and State funding agencies for its Annual Meeting in January 2025, to discuss the FY 2025-26 OWP. All comments received have been addressed in the document. The full document can be found on the Kern COG website at the following link:

[https://www.kerncog.org/wp-content/uploads/2025/04/OWP\\_25-26-.pdf](https://www.kerncog.org/wp-content/uploads/2025/04/OWP_25-26-.pdf)

**ACTION:** Adopt Kern COG's FINAL 2025-2026 Overall Work Program and authorize Chair to sign Resolution No. 25-01. ROLL CALL VOTE

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

RESOLUTION 25-01

In the matter of:

ADOPTION OF THE FINAL OVERALL WORK PROGRAM FOR FISCAL YEAR 2025-2026.

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

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

WHEREAS, the documents developed through this planning process have been found to conform to the requirements of the Clean Air Act, as amended in November 1991; and

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

WHEREAS, the IPG, the California State Department of Transportation (Caltrans) and local agency comments, views and recommendations have been accommodated and incorporated into the Final OWP to the maximum extent possible; and

WHEREAS, 23 CFR 450.334 requires that the Kern Council of Governments, the designated MPO for the Kern region, certify each year that the planning process is being conducted in conformance with the applicable requirements.

NOW, THEREFORE, BE IT RESOLVED THAT the FY 2025-2026 OWP is adopted and the Executive Director is authorized to submit the final document to the Intermodal Planning Group.

BE IT FURTHER RESOLVED THAT the MPO does hereby approve the Fiscal Year 2025-2026 Overall Work Program and certifies that its planning process will be implemented throughout this document in accordance with:

1. Section 134 of Title 23, U.S.C.; FTA 49 U.S.C., Chapter 53, Section 5303; and Title 23, CFR 450, Subpart C;
2. Sections 174 and 176 (c) and (d) of the Clean Air Act (42 U.S.C. 7504, 7506 (c) and (d));
3. Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each state under 23 U.S.C. 324 and 29 U.S.C. 794;
4. Section 1003(b) of the Transportation Equity Act for the 21st Century regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded planning projects (Pub.L. 97242, section 105(f), 96 Stat. 2100;49 CFR Part 23); and

5. The provisions of the Americans with Disabilities Act of 1990 (Pub.L. 101-336, 104 Stat. 327, as amended) and USDOT regulations "Transportation for Individuals with Disabilities" (49 CFR Parts 27, 37 and 38).

AUTHORIZED AND SIGNED THIS 17th DAY OF APRIL 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

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Bob Smith, Chairman  
Kern Council of Governments

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 17<sup>th</sup> day of April 2025.

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Ahron Hakimi, Executive Director  
Kern Council of Governments