

**AGENDA
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY
January 19, 2023
6:30 P.M.**

SPECIAL NOTICE

**Public Participation and Accessibility
January 19, 2023, Transportation Planning Policy Committee
and the Kern Council of Governments Board of Directors Meetings**

On September 16, 2021, Governor Gavin Newsom signed into law Assembly Bill (AB) 361 which authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency or when state or local health officials have imposed or recommended measures to promote social distancing. Based on guidance from the California Governor's Office and Department of Public Health, as well as the County Health Officer, in order to minimize the potential spread of the COVID-19 virus, Kern Council of Governments hereby provides notice that as a result of the declared federal, state, and local health emergencies, and in light of the Governor's signing of AB 361, the following adjustments have been made:

- The meeting scheduled for **January 19, 2023, at 6:30 p.m.** will have limited public access to maintain social distancing. Masks will be required to attend the meeting in person.
- Consistent with AB 361, Committee/Board Members may elect to attend the meeting telephonically and participate in the meeting to the same extent as if they were physically present.
- The public may participate in the meeting and address the Committee/Board in person under Public Comments.
- If the public does not wish to attend in person, they may participate in the meeting and address the Committee/Board as follows:
 - o **You may offer comment in real time via your phone or from your computer, tablet or smartphone (see below).**
 - o If you wish to submit a comment in advance of the scheduled meeting you may submit your comment via email to feedback@kerncog.org by 1:00 p.m. January 19, 2023 (**this is not a requirement**).

TPPC/Kern COG Board

Please join my meeting from your computer, tablet or smartphone.

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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:** Trujillo, P. Smith, Crump, Creighton, Krier, B. Smith, Vasquez, Tafoya, Blades, Prout, Reyna, Couch, Scrivner

Congestion Management Agency Ex-Officio Members: Kiernan, Alcalá, Navarro, Parra

- 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 – November 17, 2022**

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Kern COG's 2022 Regional Award of Merit Ceremony** (Campbell)

Comment: Announcement of the 2022 Regional Awards of Merit recipients.

Action: Information.

E. **Amendment #1 to EV Ready Communities Memorandum of Understanding between Kern COG and the City of Arvin as funded by the California Energy Commission agreement ARV-20-010-01** (Urata)

Comment: Amendment #1 to the Electric Vehicle (EV) Ready Communities Memorandum of Understanding (MOU) between Kern Council of Governments and the City of Arvin to (1) Add tasks to the Scope of Work, (2) Extend the termination date, (3) Update the Schedule of Products, (4) Increase the budget, and (5) Increase the matching fund requirement. County Counsel has approved the agreement as to form.

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

F. **EV Ready Communities Kern County Electric Vehicle Charging Station Blueprint Implementation Sub-Agreement between Kern COG and Biking for Fun, Inc. dba Bike Bakersfield** (Urata)

Comment: Kern Council of Governments will enter into an agreement with Biking for Fun, Inc. doing business as Bike Bakersfield to implement an electric bicycle pilot program.

County Counsel has approved the Agreement as to form.

Action: Approve the sub-agreement between Kern Council of Governments and Biking For Fun, Inc. dba Bike Bakersfield, and adopt Resolution 23-03 authorizing the Executive Director to sign. ROLL CALL VOTE.

G. Metro Bakersfield Long-Range Transit Plan (Enriquez)

Comment: Award contract to Nelson\Nygaard for the Metro Bakersfield Long-Range Transit Plan. County Counsel has reviewed this contract.

Action: Approve the contract for Metropolitan Bakersfield Long Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in an amount not to exceed \$338,861 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

H. Local Clearinghouse:

Applicant: CSUB Auxillary for Sponsored Programs Administration

Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Bureau of Reclamation
Catalog No.: 15.564
Title: CVP Conservation Program & CVPIA Habitat Restoration Program FY23
Description: Floodplain habitat enhancement at the Bakersfield Environmental Studies Area (BESA), lower Kern River, Kern County, CA

Federal Funds: \$834,361.00

Total Funds: \$937,201.00

Applicant: Crimson Renewable Energy, LLC

Address: 17731 Mullux Road
Bakersfield, CA 93311
Contact: Harry Simpson

Federal Agency: USDA Rural Development
Catalog No.: 10.754
Title: Higher Blends Infrastructure Incentive Program
Description: A fuel terminal project to install 5 dispensers and 2 loading bays to offer B20 biodiesel

Federal Funds: \$399,521.00

Total Funds: \$968,572.00

Applicant: Rani Alhabroun

Address: 3601 Stockdale Highway
Bakersfield, CA 93309
Contact: Rani Alhabroun

Federal Agency: Catalog of Federal Domestic Assistance Number
Catalog No.: 10.754
Title: Notice of Funding Opportunity for the Higher Blends Infrastructure Incentive Program (HBIP) for Fiscal Year 2022
Description: \$1,200,000.00 is needed to install underground storage tanks with pumps and canopy and equipment and construction costs.

Federal Funds: \$200,000.00

Total Funds: \$400,000.00

- IV. **CONGESTION MANAGEMENT AGENCY:** (None)
- V. **KERN MOTORIST AID AUTHORITY:** (None)
- VI. **MEETING REPORTS:** (None)
- VII. **EXECUTIVE DIRECTOR'S REPORT:** (Report on Programs and Projects in Progress)
 - A. Warrant Register
 - B. Timeline
- VIII. **MEMBER STATEMENTS:** On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.
- IX. **CLOSED SESSION:** None.
- X. **ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be February 16, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for November 17, 2022

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

THURSDAY
November 17, 2022
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:00 p.m.

I. ROLL CALL:

Members Present: Couch, Crump, Krier, Creighton, Prout, Reyna, B. Smith, P. Smith, Tafoya, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Warney, Mendibles, Peacock

Members Absent: Blades, Parra, Scrivner

Others: Franz, Topete, Parker, Hallen, Hightower, Viterelli, Kemp

Staff: Hakimi, Napier, Ball, VanWyk, Urata, Pacheco, Stramaglia

- 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.**

Vice Chairman Scrivner asked for public comments. There were none.

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

A. Approval of Minutes – October 20, 2022

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Amendment #1 to the Medium Duty/Heavy Duty Zero Emission Vehicle Infrastructure Blueprint Agreement ARV-21-012-01 between Kern COG and the California Energy Commission (Urata)

Action: Approve Amendment #1 to the agreement ARV-21-012-01 between Kern Council of Governments and the California Energy Commission; authorize Chair to sign form CEC-140. **ROLL CALL VOTE**

E. Amendment #1 to the Medium Duty/Heavy Duty Zero Emission Vehicle Infrastructure Blueprint Agreement between Kern COG and Gladstein, Neandross & Associates (Urata)

Action: Approve Amendment #1 to the agreement between Kern Council of Governments and Gladstein, Neandross & Associates; authorize Chair to sign a memo granting the extension for time, and updating the Schedule of Products. ROLL CALL VOTE

F. **Local Clearinghouse:** None.

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

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

IV. REGIONAL EARLY ACTION PLANNING 2.0 GRANT FUNDING PROGRAM (Napier)

Comment: The Regional Early Action Planning Grants of 2021 (REAP) 2.0 are a key part of strategic investments toward a more sustainable, resilient, and inclusive future for people in all areas of the state. REAP 2.0 builds on the success of 2019's REAP program but expands the focus by integrating housing and climate goals and allowing for broader planning and implementation investments, including infrastructure.

Action: (1) Approve the recommendation of the TTAC/RPAC as follows:

- \$750,000 Wasco Alley Rehabilitation for ADUs
- \$230,235 Shafter Tract 6713
- \$6,000,000 Bakersfield Senior Center Affordable Senior Housing & Facility
- \$5,690,482 Arvin "Keeping it Green in the San Joaquin"

and create a contingency list with the application to include:

- \$3,000,000 Bakersfield Hageman Bike Path
- \$1,609,518 Remained of Arvin Project

(2) Adopt Resolution No. 22-49 and authorize the Chairman to sign. (ROLL CALL VOTE)

COMMITTEE MEMBER REYNA MADE A MOTION TO APPROVE THE RECOMMENDATION OF THE TTAC/RPAC AND ADOPT RESOLUTION NO. 22-49 AND AUTHORIZE THE CHAIRMAN TO SIGN; SECONDED BY COMMITTEE MEMBER TRUJILLO, 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 report:

- Nominations are open for the 2021 Regional Awards of Merit – Deadline is Thursday, December 1, 2022. An Ad Hoc Committee may be needed to review/select the

awards. Committee Member Krier, Prout and Couch volunteered.

IX. MEMBER STATEMENTS:

X. CLOSED SESSION:

None.

XI. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:20 p.m. **NEXT MEETING – December 15, 2022 (May be dark)**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Susanne Campbell
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
Kern COG's 2022 Regional Award of Merit Ceremony

DESCRIPTION:

Announcement of the 2022 Regional Awards of Merit recipients.

DISCUSSION:

Kern Council of Governments will honor 15 individuals and programs for making significant contributions to this area's quality of life through innovative, cooperative efforts during its annual Regional Awards Program on March 2, 2023.

The winners, divided among nine broad categories, are:

Local Government:

- City of Bakersfield Parks and Recreation Department – *Park Rehabilitation*

Community Involvement:

- Ed Gaither and Gary Summers – *American Legion Fellows Post 63 Rehab*

Transportation:

- Robert Williams – *GET Bus On Demand (Co-Mingled) Service*

Journalism:

- Kern Government Television – *Around the County Weekly Government Newscast*

Ken Volpe Environmental Resources and Conservation:

- Michael Dillenbeck, KC Public Works and Jon Parker. Kern Water Bank Authority – *Kern River Bike Path Western Extension*
- Chris James – *GET Bus Hydrogen Fueling Station*

Richard A. Maxwell Public Safety:

- City of Bakersfield and Kern County Behavioral Health and Recovery Services – *The Mental Health Responder Pilot Program*

Innovation:

- Helping Hands – *Probation Auxiliary County of Kern (PACK)*
- Regional Occupation Programs – *Kern High School District*
- Location-based Artificial Intelligence Data – *City of Tehachapi*
- Shafter Library & Learning Center – *City of Shafter*

Darrel Hildebrand Distinguished Leadership - Individual:

- Ryan Alsop – *Kern County Chief Administrative Officer*
- Greg Garrett – *City Manager, City of Tehachapi*

Darrel Hildebrand Distinguished Leadership - Organization:

- Kern Education Pledge – *Kern County Superintendent of Schools*

Ronald E. Brummett Lifetime Achievement - Private Citizen:

- Cynthia Tonkin – *City of Maricopa*

Kern COG is celebrating 31 years of recognizing those programs and people in our region whose ideas and hard work have made life in Kern County better for us all.

The awards banquet will be held on Thursday, March 2, 2023, at Seven Oaks Country Club, 2000 Grand Lakes Ave., Bakersfield, Calif. 93311. Dinner starts at 5:30 p.m. with the presentation of awards at 6 p.m. Cost is \$65 per person, which includes a two-entree dinner buffet.

Reservations are due by noon February 27, 2023, by calling 661-635-2906 or emailing regionalaward@kerncog.org. No money will be accepted at the door.

ACTION:

Information.

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Linda Urata, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.
Amendment #1 to EV Ready Communities Memorandum of Understanding between Kern
COG and the City of Arvin as funded by the California Energy Commission agreement ARV-
20-010-01

DESCRIPTION:

Amendment #1 to the Electric Vehicle (EV) Ready Communities Memorandum of Understanding (MOU) between Kern Council of Governments and the City of Arvin to (1) Add tasks to the Scope of Work, (2) Extend the termination date, (3) Update the Schedule of Products, (4) Increase the budget, and (5) Increase the matching fund requirement. County Counsel has approved the agreement as to form.

DISCUSSION:

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement with Kern COG by (a) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (b) increasing the matching fund requirement to \$833,377, (c) extending the term of the agreement to September 30, 2024, (d) revising the Scope of Work, and (5) revising the Schedule of Products.

The City of Arvin was a partner on the initial application submitted by Kern COG to the CEC in October 2020. With full funding now awarded by the CEC and with Kern COG's acceptance of the funding agreement, Kern COG and the City of Arvin may move forward through an amended MOU with the City of Arvin Scope of Work including Charging Station Installation, Outreach efforts, and Charging Station Usage and Operations Reporting as stated in the amended Scope of Work and Schedule of Products.

Under the amendment to the MOU, the City of Arvin will receive \$130,100 to complete administrative reporting requirements, to purchase and one electric vehicle DC Fast Charger and three electric vehicle Level 2 chargers. The City of Arvin will provide EV Charging Data Usage and Operations Reports. Additionally, the City of Arvin will conduct outreach activities, and participate in the development of the 2024 update to the 2019 EV Charging Station Blueprint. The start date for the MOU remains November 16, 2021 and the termination date is September 30, 2024. The City of Arvin agrees to provide \$43,366 in matching funds against a total estimated project cost of \$173,466. If the total project cost exceeds \$173,466 the City of Arvin will identify additional funding to complete the project. If the project comes in under budget, the costs will be split 25% City of Arvin and 75% EV Ready Communities funding, with the remaining EV Ready Communities funding reverting to Kern COG to fund other projects.

Staff requests that the agreement be approved.

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

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II –
Blueprint Implementation (GFO-19-603)

Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING (Arvin Agreement Number 2021-17) is made and entered into on April 15, 2020 and amended on January 19, 2023 by and among the CITY OF Arvin ("**CITY**" herein), a municipal government of the State of California, and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, CITY, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, CITY, and KERN COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of the CITY by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0; and

WHEREAS, KERN COG and CITY as a subcontractor applied for grant funds and were awarded by California Energy Commission ("**CEC**" herein) to install charging stations, and to conduct public awareness efforts regarding the station; and

WHEREAS, CITY recognizes that CITY will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010, and pay funds due to CITY as a subcontractor through this MOU.

AGREEMENT

1. The foregoing recitals are true and correct and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the CITY as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. CITY agrees to provide any necessary documentation reasonably required in furtherance of this purpose.

3. CITY will confirm and document local matching funds identified in this MOU through invoice reports sent directly to KERN COG.
4. The table below reflects CEC grant amounts and matching funds for KERN COG and all of the subcontractors participating in CEC Agreement ARV-20-010-01. The CITY shall submit a budget using a template provided to the CITY by the Project Manager. This budget will (a) align with the Scope of Work (Exhibit A) and Schedule of Deliverables (Exhibit B) and will (b) be used to categorize the CEC Funding and the Local Match Funding and (c) be used to create invoices submitted to Kern COG.

Agency Name	CEC Funding	Local Match	Total Project
Kern COG	\$109,004	\$191,259	\$300,263
City of Arvin	\$130,100	\$43,366	\$173,466
City of California City	\$99,000	\$33,000	\$132,000
City of Delano	\$99,000	\$33,000	\$132,000
City of McFarland	\$176,735	\$58,912	\$235,647
City of Shafter	\$45,000	\$15,000	\$60,000
City of Wasco	\$187,500	\$62,500	\$250,000
Bakersfield College (KCCD)	\$427,794	142,584	\$570,378
Frito-Lay North America (Pepsico)	\$232,500	\$77,499	\$309,999
MioCar EVCS and Operations	\$359,441	\$112,802	\$472,243
Charging Stations TBD	\$99,000	\$33,000	\$132,000
Program Management, Outreach, and 2024 Blueprint Consultants, includes Travel: TBD	\$513,326	\$955	\$514,281
Bike Bakersfield E-Bike Pilot Project	\$21,600	\$0	\$21,600
KCOG Materials & Misc. Match includes Kern COG Work Elements 203.3 and 603.3 as match	\$0	\$29,500	\$29,500
TOTAL	\$2,500,000	\$833,377	\$3,333,377

5. CITY agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget.
6. Should the CITY scope of work be executed for less than total CEC funding awarded to CITY through this MOU, MOU amounts exceeding actual expenses shall be reserved by KERN COG to be redistributed at its discretion with the concurrence of the CEC.
7. CITY and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. CITY and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.

9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

CITY: City of Arvin
City Clerk
200 Campus Drive
Arvin, CA 93203

KERN COG: KERN COUNCIL OF GOVERNMENTS
Ahron Hakimi, Executive Director
1401 19th Street, Suite 300
Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by the City Councils and the Kern Council of Governments, Board of Directors.
12. Any services of CITY or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between CITY, and KERN COG other than that of an independent contractor.
13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through agreement ARV-20-010.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Memorandum of Understanding to be executed.

"CITY of Arvin"

RECOMMENDED AND APPROVED
AS TO CONTENT:

Jeff Jones, City Manager
City of Arvin

Date

[Remainder of page left blank intentionally]

Amendment #1
January 19, 2023

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED
AS TO CONTENT:

AHRON HAKIMI
Executive Director

Bob Smith, Chairman
Kern Council of Governments

Kern Council of Governments
APPROVED AS TO FORM:

Brian Van Wyk, Deputy Counsel for
Kern Council of Governments

[Remainder of page left blank intentionally]

EXHIBIT A
Scope of Work
City of Arvin

TECHNICAL TASK LIST.

Task #	Arvin Tasks	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3		Workforce Development and Support
4	X	Outreach
5		E-Bike Pilot
6		Miocar Electric Carshare Program
7	X	Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel: Kern COG	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Rochelle Invina-Jayasiri	TBD	TBD
2	Linda Urata	Christine Viterelli, Dr. Jim Hart, Viviana Zamora, Diana Garcia, Maria Lara, Michael James, Andrew Haney, Anthony Cordova, Creighton Randall	Cities of: Arvin, California City, Delano, McFarland, Shafter, Wasco Frito-Lay Bakersfield College Miocar
3	Linda Urata	Andrew Haney, Anthony Cordova	Bakersfield College (Kern Community College District)
4	Linda Urata	TBD	TBD
5	Linda Urata	Asha Chandy	Bike Bakersfield
6	Linda Urata	Creighton Randall, Rachel Heckl, Gloria Huerta	Mobility Development Services, Sigala Inc.
7	Linda Urata	Same as Task 2; TBD	Site Hosts, TBD

GLOSSARY

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

Term/ Acronym	Definition
Agreement	Agreement GFO-20-010 “EV Ready Communities Phase II - Blueprint Implementation” between Kern Council of Governments and the California Energy Commission
CAM	Commission Agreement Manager
CEC	California Energy Commission
CTP	Clean Transportation Program .Formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
Project Manager (PM)	Kern COG Regional Planner managing the CEC Grant GFO-20-010
MOU	Memorandum of Understanding
Recipient	An applicant awarded a grant under a California Energy Commission solicitation
SUB	A subcontractor entering into an MOU with Kern CO who will receive funding through the grant agreement GFO-20-010 between the CEC to Kern COG. A SUB on this agreement will either be a CITY or Bakersfield College, Miocar, or Frito-Lay

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state’s climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California’s use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled “Electric Vehicle Ready Communities Phase II- Blueprint Implementation” under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC’s Notice of Proposed Awards on January 8, 2021 and the Revised Notice of Proposed Awards on September 13, 2021.. GFO-19-603 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of Commission’s Award, the Commission’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81% to 90% of areas within Kern County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

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

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

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

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

Goals of the Agreement:

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

Objectives of the Agreement:

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

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the SUB prior to the meeting.

The SUB shall:

- Attend a “Kick-Off” meeting with the Project Manager, a Regional Planner, and an Administrative Assistant, Administration Department. The SUB shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as the SUB deems appropriate to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - o MOU Terms and Conditions
 - o Critical Project Review Support Documents (Task 1.2)
 - o Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place. California Energy Commission programs (such as CALeVIP) **can not be used as matching funds**. If using San Joaquin Valley Air Pollution Control District ChargeUP! funding as match, please provide the voucher numbers in your documentation of matching funds.
 - o Permit documentation (Task 1.7)
 - o Subcontracts needed to carry out project (Task 1.8)
 - o The Project Manager’s expectations for accomplishing tasks described in the Scope of Work
 - o An updated Schedule of Products and Due Dates
 - o Monthly Progress Reports (Task 1.4)
 - o Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
 - o Final Report (Task 1.5)

SUB Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Project Manager Product:

- Kick-Off Meeting Agenda
- Monthly Report Template or Guidelines
- Monthly Invoice Template

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC.

The Recipient may request documents or participation from the SUB in order to prepare for the CPR or to answer direct questions from the CAM.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Gather information from the SUB(s) to prepare the CPR Report.
- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

The SUB shall:

- Prepare a written summary and/or provide documents as requested by the Project Manager within 5 days of the request from the Project Manager.
- Participate in the CPR, if requested by the CAM and/or the Project Manager.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

SUB Product:

- CPR SUB-Report

Task 1.3 Final Meeting

The goal of this task is to closeout this MOU.

The Recipient shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.

This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:
 - o What to do with any equipment purchased with CEC funds (Options)
 - o CEC's request for specific "generated" data (not already provided in Agreement products)
 - o Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
 - o "Surviving" Agreement provisions
 - o Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

The SUB shall:

- Attend the Final Meeting between Kern COG and CEC, if requested by the CAM.
- Comply with directions from the CEC for dispensation of equipment purchased with CEC funds
- Comply with requests from the CEC for specific "generated" data (not already provided in MOU products)
- Comply with "Surviving" Agreement (between Kern COG and CEC) provisions as appropriate and

SUB Products:

- Written documentation of dispensation of equipment purchased with CEC funds, if requested by CAM
- Written demonstration of compliance with requests from CEC for specific "generated" data (not already provided in MOU products)
- Written documentation of compliance with "Surviving" Agreement provisions, if required

Task 1.4 Monthly Progress Reports

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

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

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

The SUB shall:

- Prepare a Monthly Progress Report which summarizes all MOU activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the MOU within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager on the last working day of the month. The recommended specifications for each progress report will be provided no later than the Kick-off Meeting. Monthly Progress Reports must be submitted, even when no substantial progress has been made toward any or all of the tasks.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

The SUB shall:

- Provide a final report to the Project Manager with the final pre-retention invoice.
- The technical portion of the report shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the MOU, and recommendations for improvements

SUB Products:

- Outline of Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the CEC awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the CEC awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - o Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- o Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

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

The SUB shall:

- Prepare a letter documenting the match funding committed to this MOU and submit it to the Project Manager at most 10 working days following the kick-off meeting. Match funds in the amount of \$33,000.00 were a part of the proposal that led to the CEC awarding the Agreement to Kern COG. Provide in the letter a list of the match funds that identifies the:
 - o Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - o Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the SUB shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide to the Project Manager, a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment. As grant funding may be secured following the date of this MOU, provide a copy of the executed grant within 10 days of receipt from the funding agency.
- Discuss match funds and the implications to the MOU if they are reduced or not obtained as committed (10 days following the kick-off meeting). Match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.

- Provide the appropriate information to the Project Manager if during the course of the MOU additional match funds are received.
- Notify the Project Manager within 10 days if during the course of the MOU existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

SUB Products:

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

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - o A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - o The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 10 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required

- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

The SUB shall:

- Prepare a letter documenting the permits required to conduct this MOU and submit it to the Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this MOU, then state such in the letter. If it is known at the beginning of the MOU that permits will be required during the course of the MOU, provide in the letter:
 - o A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - o The schedule the SUB will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the MOU if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the MOU additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager, who will forward them to the CAM.
- As permits are obtained, send a copy of each approved permit to the Commission Project Manager, who will forward them to the CAM.
- If during the course of the MOU permits are not obtained on time or are denied, notify the Project Manager within 5 working days, noting if there are plans to appeal a decision or to re-submit. Either of these events (delay or denial) may trigger an additional CPR.

SUB Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the MOU (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the MOU (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

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

The Recipient shall:

- Manage and coordinate subcontractor activities.

***Amendment #1
January 19, 2023***

- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

The SUB shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this MOU to the Project Manager to submit to the CAM for review.
- Submit a final copy of the executed subcontract.
- If SUB decides to add new subcontractors, then the SUB shall notify the Project Manager who will notify the CAM.

SUB Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

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

The Recipient shall:

- Procure, install, and operate a minimum of thirty-two Level 2 and four Direct Current Fast Charging electric vehicle chargers at a minimum of ten sites.
- Coordinate with site hosts throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in the document “Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions” provided by the Project Manager, or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient’s authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers, if publicly accessible. If for private use only, so long as the data collection is sufficient to meet Usage and Operation Report requirements.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct four outreach activities, including media releases and events.
 - o Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report.

Products:

- Site maps and design information for charging stations for ten host sites
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - o Photos of each site
 - o Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers

- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

The SUB shall:

- Procure, install, and operate a minimum of three (3) Level 2 and one (1) Direct Current Fast Charging electric vehicle chargers at a minimum of one site.
- Coordinate with Project Manager and other sites or funding agencies if necessary throughout the process from design through launch.
- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in "Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP) Terms and Conditions" provided by the Project Manager or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by SUB's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers shall remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers.
- Coordinate the placement of directional and/or on-site signage to the stations.
- List the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct four outreach activities, including city council presentations, employee notices, media releases and events.
 - o Provide outreach information in Spanish and English.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report. To the Project Manager, with the first report due 6 months from the date the station is online, or by 3/01/2024 (whichever comes first) and then every six months to September 30, 2024, prior to the closeout of the contract between Kern COG and the CEC in 2024.

SUB Products:

- Site maps and design information for charging stations for the host city
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - o Photos of each site

- o Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Documentation for four outreach activities, which may include: outreach materials, photos, presentations, agendas, minutes, press releases, social media posts
- Semi-annual EVSE usage reports

[CPR WILL BE HELD IN THIS TASK. See Task 1.2 for details]

TASK 3 Infrastructure to Support Workforce Development

[DOES NOT APPLY TO THE CITY OF ARVIN]

TASK 4 Outreach

The goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

The Recipient shall:

- Conduct ongoing EV and EVI outreach activities, including direct outreach to participating sites, and hosting the 2022 and 2023 TRANSITions Transit Symposiums.
 - o Develop quick reference guides for participating sites, including information on incentives and activities specific to the site area, and provide to participants of outreach activities. Submit copies of quick reference guides to the CAM.
 - o Invite project partners to speak and/or have a booth.
 - o Provide copies of agendas, registrations, and photos.
 - o Write and submit event reports for 2022 and 2023 TRANSITions Transit Symposiums.
- Conduct at least three additional public electric vehicle charging events
- or training workshops including, but not limited to, hosting or sponsoring electric vehicle and charger workshops for first responders and teachers.
 - o Provide copies of agendas, registrations, and photos.
 - o Write and submit event reports for each of the three additional public electric vehicle charging events or training workshops.
- Host or sponsor a mass-media marketing campaign and/or a Ride and Drive Event or a booth at a National Drive Electric Week event.
 - o **Mass-media marketing campaign will include input from the project partners (which may be through a task force), data analytics, interviews, images of projects, related articles in local publications, photographs of outreach events, documentation of the program's success in languages appropriate to the targeted populations, and suggested strategies that would enhance performance metrics.**
 - o Provide copies of agendas, registrations, and photos.
 - o **Write and submit a report on mass-media marketing campaign.**
 - o Write and submit an event report for a Ride and Drive event or a National Drive Electric Week event.
- **Update the Kern COG Blueprint**
 - o **The focus of the Blueprint update will be:**

- Methods to attract economic investments in electric vehicle use and electric vehicle infrastructure deployment
 - Strategies for Kern COG to attract local involvement to provide county-wide charging
 - Identifying area-specific (regional) performance metrics that Kern COG will use to measure impacts of projects and determine additional funding needs
 - Ensure input from all stakeholders by hosting a minimum of eight quarterly meetings with local communities.
 - Develop strategies for implementing projects that support performance metrics.
- Write and submit 2024 Kern County EV Charging Station Blueprint**

Products:

- Quick reference guides
- Copies of agendas, registrations, and photos
- Event report for 2022 TRANSITions Transit Symposium
- Event report for 2023 TRANSITions Transit Symposium
- Event report for each of the three additional public EV charging events or training workshops
- Mass Marketing Campaign Report
- Event report for a Ride and Drive event or a National Drive Electric Week event
- 2024 Kern County EV Charging Station Blueprint

The SUB shall:

- Conduct ongoing EV and EVI outreach activities, including participating in the 2022 and 2023 TRANSITions Transit Symposiums.
 - SUB will be invited to speak and/or have a booth
 - Provide copies of SUB registrations, presentation materials, handouts and/or photos.
 - Write and submit participation reports for 2022 and 2023 TRANSITions Transit Symposiums.
 - Produce a two-page Quick Reference Guide. Kern COG or its consultant may provide a template to the SUB
 - Report documenting outreach to staff and/or the public regarding the EV Charging Station; include media releases, if used, and photos if events are held (ex. From a ribbon cutting, using the stations)
 - Participate in the development of the 2024 Kern County EV Charging Station Blueprint

SUB Products:

- Copies of agendas, registrations, and photos from staff and/or public outreach activities
- Participation report for 2022 TRANSITions Transit Symposium
- Participation report for 2023 TRANSITions Transit Symposium
- Quick Reference Guide
- Participation in the 2024 Kern County EV Charging Station Blueprint reported on the Monthly Report following the participation activity(ies)

Task 5 E-Bike Pilot

[DOES NOT APPLY TO THE CITY OF ARVIN]

TASK 6 Miocar Electric Carshare Program

[DOES NOT APPLY TO THE CITY OF ARVIN]

TASK 7 Data Collection and Analysis

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report.

The Recipient shall:

- Collect the following data:
 - Number, type, date, and location of chargers installed.
 - Nameplate capacity of the installed equipment, in kW.
 - Number and type of outlets per charger.
 - Location type, such as street, parking lot, hotel, restaurant, or multi-unit housing.
 - Total cost per charger, the subsidy from the CEC per charger, any federal subsidy per charger, any utility subsidy per charger, and any privately funded share per charger.
 - Data on chargers over a twelve-month period, including:
 - Number of charging sessions.
 - Average charging session duration.
 - Average kWh.
 - Average charger downtime.

Products

- Data collection information and analysis will be included in the Final Report

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EXHIBIT B
Schedule of Products and Due Dates
City of Arvin

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	6/25/2021 and 2/08/2023	4/30/2021 and 8/10/2022
		Updated List of Match Funds	6/25/2021 and 2/08/2023	4/30/2021 and 8/10/2022
		Updated List of Permits	No later than upon issuance of an RFP	5/27/2021
		Kick-Off Meeting Agenda (Kern COG)	6/18/2021	5/27/2021
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	N/A	2/29/2024 8/29/2024
		Schedule for completing closeout activities	N/A	3/29/2024 8/29/2024
1.4	Monthly Progress Reports			
		Monthly Progress Reports	The last day of each month during the approved term of this Agreement. No later than the 8 th day of the following month.	The 10 th calendar day of each month during the approved term of this Agreement
1.5	Final Report			
		Final Outline of the Final Report	N/A	12/12/2023 8/12/2024
		Draft Final Report (no less than 60 days before the end term of the agreement)	Delivered with final pre-retention invoice.	4/12/2024 10/30/2024
		Final Report	N/A	3/12/2024 12/20/2024
1.6	Identify and Obtain Match Funds			
		A letter regarding match funds detailing match funds provided	6/25/2021 and 2/08/2023	4/30/2021 3/21/2022
		Copy(ies) of each match fund commitment letter(s) (if applicable) Note: Such as grant voucher approval.	Within 10 days of receipt from funding agency.	4/30/2021 4/29/2022
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds	Within 10 days of identifying new match funds

Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7 Identify and Obtain Required Permits		
Letter documenting the permits or stating that no permits are required	When RFP is released. If no RFP, send prior to start of work. If project already awarded, send with executed MOU. All letters received by ~~5/31/2022~~ 3/01/2023.	Within 6 months from each site host project initiation date. All project letters received by 8/31/2022
A copy of each approved permit and final approved permits (if applicable)	Within 5 days of receiving each permit.	Within 10 days of receiving each permit
Updated list of permits as they change during the term of the Agreement (if applicable)	Within 5 days of change in list of permits.	Within 10 days of change in list of permits
Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 5 days of change in schedule for obtaining permits.	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts		
Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	~~5/19/2021~~ 10/10/2022
Draft subcontracts	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
Final subcontracts	Within 10 days of the execution	Within 10 days of the execution
2 Electric Vehicle Charging Station Installation		
Site maps and design information for charging stations	~~10/30/2021~~ 3/31/2023	~~11/29/2021~~ 10/29/2022
Photos to document station progress and completion	With monthly reports, as changes occur. Within 30 days of station commission.	~~6/29/2023~~ 9/01/2023 (all 10 sites, not only City of Arvin)
AB 841 Certification and EVITP Certification Numbers	Provided with monthly report upon award of charging station contract or in-house certification prior to construction.	6/29/2023

**Amendment #1
January 19, 2023**

	Outreach materials, photos, presentations, agendas, minutes	Provided with monthly report following the event or outreach effort.	Ongoing to ~~November 20, 2023~~ September 30, 2024
	Semi-annual EVSE usage reports (report for a minimum of 12 months)	First report by ~~6/1/2022~~ 3/01/2024 (or within 6 months of the station coming online) then every six months until grant completion date	First report by 6/1/2022 then every six months until grant completion date
3	Infrastructure to Support Workforce Development DOES NOT APPLY TO THE CITY OF ARVIN		
	Photos to document BEAM EV ARC and level 2 charger installations; delivery of stow kit and trailer.	N/A	~~12/13/2021~~ 8/08/2024
	Report summarizing the use of the charging equipment at Bakersfield College	N/A	~~1/8/2024~~ 8/08/2024
4	Outreach		
		2/15/2024	
	Quick Reference Guide or Best Practices Flier (2 pages)		5/15/2024
		As the events are scheduled, Kern COG and CEC program managers must be invited to participate. Documents included with monthly report following the event.	As the events occur and are scheduled
	Copies of agendas, registrations, and photos		
	Participation Report for 2022 TRANSITions Transit Symposium - describe subcontractor participation on the Monthly Report.	With the monthly report following the event.	Within 45 days of the event
	Participation Report for 2023 TRANSITions Transit Symposium - describe subcontractor participation on the Monthly Report	With the monthly report following the event.	Within 45 days of the event

	Ride and Drive event, National Drive Electric Week Event participation or promotion reported on the Monthly Report.	N/A	Within 45 days of the event
	Event report for a Ride and Drive event or a National Drive Electric Week	N/A	Within 45 days of the event
5	E-Bike Pilot DOES NOT APPLY TO THE CITY OF ARVIN		
	Summary E-Bike Report	NA	6/29/2023
6	Miocar Electric Carshare DOES NOT APPLY TO THE CITY OF ARVIN		
7	Data Collection and Analysis		
	Confidentiality Request Letter Submitted to Kern COG and the California Energy Commission, if needed	1/31/2023	01/15/2023
	Usage (Task 2) and Operations/Maintenance Report	Report submitted each 6 months following the station opening through October 2024.	12/20/2024

EXHIBIT C
Budget
City of Arvin

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total¹
2	City of Arvin	Install and commission 1 DCFC charging station and 3 L2 chargers*		\$ 99,000 \$ 130,021	\$ 33,000 \$ 43,340	\$ ~~132,000~~ \$ 173,361

¹Project Total may be larger than \$173,361 and may include EVSE, Installation, Utility, Direct Labor, and Outreach expenses. Site host must abide by the eligible expenses outlined in the Terms and Conditions. Compliance with ADA requirements are not eligible expenses for CEC funding. If total project funding is less than \$173,361 the city host may be asked to apply funds to another EVSE project or to return excess funding not needed.

***Note: The following indicates the project requested/supported.**



III. F. COG

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Linda Urata
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. F.
EV Ready Communities Kern County Electric Vehicle Charging Station Blueprint
Implementation: Sub-Agreement between Kern COG and Biking for Fun, Inc. dba Bike
Bakersfield

DESCRIPTION

Kern Council of Governments will enter into an agreement with Biking for Fun, Inc. doing business as Bike Bakersfield to implement an electric bicycle pilot program. County Counsel has approved the Agreement as to form.

DISCUSSION:

Kern Council of Governments (Kern COG) seeks to increase active bicycle transportation through a program that raises confidence in cyclists and improves safety along bike routes in Kern County's Disadvantaged Communities (DACs) as defined by CalEnviroScreen3.0.

The California Energy Commission awarded an EV Ready Communities grant to Kern COG (Agreement ARV-20-010-01) which includes a task for an electric bike (E-Bike) pilot project. The budgeted amount is \$21,600 for the purchase of six E-Bikes and the deliverable is a Summary Report.

In July 2022, Kern COG entered into an agreement that terminates on February 16, 2024, with Bike Bakersfield whereby they would conduct a non-Infrastructure project titled "Safe Routes for Cyclists in Kern County's Disadvantaged Communities" (Safe Routes for Cyclists) funded by an Active Transportation Program Cycle 5 grant from the California Transportation Commission.

The proposed agreement commences on January 19, 2023, and terminates on February 16, 2024. With a budget of \$21,600, Bike Bakersfield will purchase a minimum of six electric bicycles. Funds may also cover outreach materials and/or E-Bike accessories as identified in the pilot development and as funds are available, with the approval Kern COG. Bike Bakersfield will develop outreach materials and instruction guidance to integrate the E-Bikes into the traditional "Safe Routes" program areas of Education and Encouragement carried out during Safe Routes for Cyclists. Education will promote good road user behavior and provide bicycle skills training and bicycle maintenance training. Encouragement will provide outreach and activities based on local input.

Staff requests that the Sub-Agreement be approved, and the Vice Chairman be authorized to sign.

ACTION:

Approve the sub-agreement between Kern Council of Governments and Biking For Fun, Inc. dba Bike Bakersfield, and adopt Resolution 23-03 authorizing the Executive Director to sign. ROLL CALL VOTE.

RESOLUTION NUMBER: 23-03
AUTHORIZING BOARD VICE CHAIRMAN ZACK SCRIVNER TO SIGN
MEMORANDUM OF UNDERSTANDING
BETWEEN KERN COUNCIL OF GOVERNMENTS
AND BIKING FOR FUN, INC. DBA BIKE BAKERSFIELD
UNDER THE
CALIFORNIA ENERGY COMMISSION
PRIME AGREEMENT ARV 20-010-01

I, Brian VanWyk, Legal Counsel to Kern Council of Governments, do hereby certify that this is a full, true and correct copy of a resolution duly adopted by the Board of Directors of Kern Council of Governments, at its meeting duly called at Kern Council of Governments, 1401 19th Street, Suite 300, Bakersfield, CA 93301, on the 19th day of January, 2023, at which a quorum was present and acting throughout; and that said resolution has not been modified, amended or rescinded and continues in full force and effect.

RESOLVED that the person holding the position of Vice Chairman of the Kern Council of Governments Board of Directors, is hereby authorized to execute on behalf of Kern Council of Governments the agreement with Biking for Fun, Inc. dba Bike Bakersfield to purchase electric bicycles and carry out an electric bicycle pilot project as the Project Manager for the EV Ready Communities Grant from the California Energy Commission to Kern Council of Governments for the project titled "Kern County Electric Vehicle Charging Station Blueprint Implementation".

IN WITNESS WHEREOF:

KERN COUNCIL OF GOVERNMENTS

Brian Van Wyk, Kern County Counsel

January 19, 2023
DATE

MEMORANDUM OF UNDERSTANDING

Electric Vehicle (EV) Ready Communities Phase II –
Blueprint Implementation (GFO-19-603)

Biking for Fun, Inc. dba Bike Bakersfield
Subcontractor to Kern Council of Governments;
CEC Agreement GFO-20-010-01 with Kern Council of Governments

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on January 19, 2023 by and among Biking for Fun, Inc. ("**Bike Bakersfield**" herein), a federally designated 501(c)(3) non-profit organization and the KERN COUNCIL OF GOVERNMENTS ("**KERN COG**" herein), a Joint Powers Agency formed pursuant to the California Government Code.

RECITALS

WHEREAS, BIKE BAKERSFIELD, and KERN COG have a compelling and mutual interest in the implementation of the 2019 Kern EV Charging Station Blueprint in participating cities; and

WHEREAS, BIKE BAKERSFIELD, and KERN COG understand that the deployment of electric bicycles (eBikes) requires specialized education and awareness, having entered into an agreement where BIKE BAKERSFIELD is the project manager on the California Department of Transportation funded Active Transportation (ATP) Cycle 5 grant project titled, "Safe Routes for Cyclists in Kern County's Disadvantaged Communities"; and

WHEREAS, BIKE BAKERSFIELD and KERN COG recognize that the deployment of electric bicycles in communities throughout Kern County can reduce transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroScreen3.0; and

WHEREAS, KERN COG applied for grant funds that were awarded by the California Energy Commission ("**CEC**" herein) to purchase eBikes to be used to pilot public awareness efforts regarding eBikes through the ATP Cycle 5 grant program; and

WHEREAS, in January 2022 the CEC amended the EV Ready Communities Agreement ARV-20-010 with Kern COG, increasing the budget and adding tasks to the Scope of Work, specifically including a task to pilot eBikes; and

WHEREAS, BIKE BAKERSFIELD will (a) carry out the scope of work and schedule, (b) participate in program management meetings, and (c) send reports and invoices to KERN COG; and

WHEREAS, KERN COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-010-01 and that that grant funding awarded to KERN COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by KERN COG to CEC per the schedule and scope of work for the amended CEC Agreement ARV-20-010-01 and pay funds due to BIKE BAKERSFIELD as a subcontractor through this MOU.

THEREFORE, KERN COG AND BIKE BAKERSFIELD AGREE AS FOLLOWS:



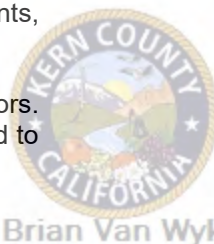
AGREEMENT

1. The foregoing recitals are true and correct and are adopted into this contract as if set forth in full.
2. EV Ready Communities funding CEC awarded to the BIKE BAKERSFIELD as a subcontractor, identified in this MOU will be accessed by KERN COG through invoices sent directly to CEC. BIKE BAKERSFIELD agrees to provide any necessary documentation reasonably required in furtherance of this purpose.
3. BIKE BAKERSFIELD will secure additional funding through the ATP Cycle 5 grant or other means to conduct the eBike pilot efforts identified through this MOU; and will inform Kern COG through program reports sent directly to KERN COG.
4. BIKE BAKERSFIELD agrees to carry out Exhibit A Scope of Work in accordance with Exhibit B Schedule of Products and Due Dates and Exhibit C Budget. Bike Bakersfield agrees to comply with Attachment 1: CEC Exhibit C: Terms and Conditions.
5. The Term of this agreement extends from January 19, 2023 to February 14, 2024.
6. The amount to be paid to Bike Bakersfield will not exceed \$21,600 for the purchase of six electric Bicycles, to carry out the attached scope of work, and to adhere to the attached Schedule of Products.
7. Bike Bakersfield and KERN COG agree that KERN COG will demonstrate the KERN COG share of matching fund contributions to CEC.
8. Bike Bakersfield and KERN COG agree that KERN COG staff will require member agency staff to participate in the execution of their scope of work and KERN COG program management meetings held at a minimum of quarterly.
9. The failure of any party to enforce against another a provision of this Agreement shall not constitute a waiver of that party's right to enforce such a provision at a later time and shall not serve to vary the terms of this Agreement.
10. All notices relative to this Agreement shall be given in writing and shall be personally served or sent by certified or registered mail and be effective upon actual personal service or depositing in the United States mail. The parties shall be addressed as follows, or at any other address designated by notice:

BIKE BAKERSFIELD: Glenn Hammett
Board President
c/o Bike Bakersfield
1708 Chester Avenue
Bakersfield, CA 93301

KERN COG: KERN COUNCIL OF GOVERNMENTS
Ahron Hakimi, Executive Director
1401 19th Street, Suite 300
Bakersfield, California 93301

11. This Agreement sets forth the entire Agreement between the parties and supersedes all other oral or written representations. This Agreement may be modified only in a writing approved by Bike Bakersfield, Board President and the Kern Council of Governments, Board of Directors.
12. Any services of Bike Bakersfield or KERN COG are provided as independent contractors. No party is an agent or employee of any other party for any purpose and is not entitled to



any of the benefits provided by any party to its employees. This Agreement shall not be construed as forming a partnership or any other association between Bike Bakersfield, and KERN COG other than that of an independent contractor.

13. No party shall be liable to any other party for any loss, damage, liability, claim or cause of action for damage to or destruction of property or for injury to or death of persons arising from any act or omission of the other party's officers, agents, or employees. Further, no party is liable to any other party for loss or inaccuracy of data. Each party is encouraged to have current backup storage of all data and other relevant information. Further, no party is liable to any other party for any damage to information or equipment, which results from the transfer of data.
14. A party against whom any claim arising from any subject matter of this Agreement is filed shall give prompt written notice of the filing of the claim to all other parties.
15. This Agreement is effective upon execution. It is the product of negotiation and, therefore, shall not be construed against any party.
16. Any party to this Memorandum of Understanding may terminate its participation in the activities herein described upon thirty (30) days' written notification to the other parties. Termination by one party does not terminate the agreement between the remaining parties, including the CEC or other KERN COG subcontractors participating in this CEC award of funding through amended agreement ARV-20-010-01.

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IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed, the day and year first-above written.

"KERN COUNCIL OF GOVERNMENTS"

RECOMMENDED AND APPROVED
AS TO CONTENT:

AHRON HAKIMI
Executive Director
Kern Council of Governments

Zack Scrivner, Vice Chairman
Kern Council of Governments

APPROVED AS TO FORM:

CONSULTANT

Brian Van Wyk, Deputy Counsel for
Kern Council of Governments

Glenn Hammett, President
Bike Bakersfield

[Remainder of page left blank intentionally]



EXHIBIT A
Scope of Work
Bike Bakersfield

TECHNICAL TASK LIST

Task #	Assigned	Task Name
1	X	Administration
2	X	Electric Bicycle Pilot Program
3	X	Outreach

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	Linda Urata, Project Manager	Asha Chandy	
2	Linda Urata	Asha Chandy	
3	Linda Urata	Asha Chandy	

GLOSSARY

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

Term/ Acronym	Definition
CAM	(California Energy) Commission Agreement Manager
CEC	California Energy Commission
CTP	Clean Transportation Program
CPR	CEC Critical Project Review
EBike	Electric Bicycle. A bicycle with an electric motor that helps to move the bicycle forward even when the rider is not turning the pedals; also often used to refer to any bicycle with an electric motor, including those where you must turn the pedals.
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVI	Electric Vehicle Infrastructure
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
PM	Kern COG Project Manager
Recipient	Biking for Fund, dba Bike Bakersfield



Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled "Electric Vehicle Ready Communities Phase II- Blueprint Implementation" under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, Kern COG submitted application #7 which was proposed for funding in the CEC's Notice of Proposed Awards on January 8, 2021, and the Revised Notice of Proposed Awards on September 13, 2021. GFO-19-603 and Kern COG's application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Kern COG's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of Commission's Award, the Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and Kern COG's Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

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

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

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



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

Goals of the Agreement:

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

Objectives of the PRIME Agreement:

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

Objectives of the Sub-Agreement (Memorandum of Understanding):

The objective of the Memorandum of Understanding between Kern COG and Bike Bakersfield is for Bike Bakersfield to complete Task 2 E-Bike Pilot Program.

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Project Manager, and a representative of Kern COG's Accounting team. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others as they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
 - o Agreement Terms and Conditions
 - o Match fund documentation
 - o Subcontracts needed to carry out project
 - o The Project Manager's expectations for accomplishing tasks described in the Scope of Work
 - o An updated Schedule of Products and Due Dates
 - o Quarterly Progress Reports
 - o Technical Products (Product Guidelines located in Section 5 of the Exhibit C: CEC Terms and Conditions)
 - o Final Report

Recipient Products:

- Updated Schedule of Products

Project Manager Product:

- Kick-Off Meeting Agenda



Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the CEC and Kern COG. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and meeting costs will be borne by the Kern COG.

Meeting participants include the CAM and Kern COG and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) program lead, other CEC staff and Management as well as other individuals selected by the CAM to provide support to the CEC, which may include the Recipient.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with Kern COG. These meetings generally take place at the CEC, but they may take place at another location or remotely.
- Send Kern COG the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide Kern COG with a written determination in accordance with the schedule. The written response may include a requirement for Kern COG to revise one or more product(s) that were included in the CPR.

Kern COG shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products. If requested by the CAM, Kern COG will invite the Recipient to participate or request information from the Recipient for the CPR Meeting.

Task 1.3 Final Meeting. The goal of this task is to closeout this Agreement.

Kern COG shall:

- Meet with CEC staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement. If requested by the CAM, Kern COG shall invite the Recipient to participate in the meeting and/or the written reports.

This meeting will be attended by, at a minimum, Kern COG, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.



The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- o What to do with any equipment purchased with CEC funds (Options)
- o CEC's request for specific "generated" data (not already provided in Agreement products)
- o Need to document Kern COG's disclosure of "subject inventions" developed under the Agreement
- o "Surviving" Agreement provisions
- o Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Recipient Products: None, unless otherwise requested

Task 1.4 Quarterly Progress Reports

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

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

The Recipient shall:

- Prepare a Quarterly Progress Report using the template provided by Kern COG which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Project Manager within 8 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Quarterly Progress Reports

Task 1.5 Final Report

The goal of the Final Report from Kern COG to the CEC is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.



The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Recipient may be asked to complete a Final Report due no later than 30 days prior to the end of this agreement.

The Final Report from Kern COG to the CEC shall be a public document. If the Recipient has obtained confidential status from the CEC and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- If requested, prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM to Kern COG.

Recipient Products:

- Final Report for Recipient Task 2, if requested

Product:

- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

Bike Bakersfield is under agreement with Kern Council of Governments to serve as the Project Manager of the Caltrans Active Transportation Program Cycle 5 grant-funded project titled "Safe Routes for Cyclists in Kern County's Disadvantaged Communities" (SR4C). The efforts of the E-Bike Project will be integrated into the SR4C project scope of work, schedule of products and budget.

The Recipient shall:

- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Project Manager within 5 days if during the course of the Agreement existing match funds are reduced.

Recipient Products:

- A letter regarding match funds or stating that no match funds are provided
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance



of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Project Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - o A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - o The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager.
- As permits are obtained, send a copy of each approved permit to the Project Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Project Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement policies and procedures. It will also provide the CEC (if the CAM makes a request to Kern COG) an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

If applicable, the Recipient shall:

- Manage and coordinate subcontractor activities.



- Submit a draft of each subcontract required to conduct the work under this Agreement to the Project Manager who may share them with the Commission Agreement Manager (CAM) for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the Project Manager.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Bike Pilot Program

The goal of this task is to introduce more diverse, affordable clean mobility options by launching an E-Bike awareness and education program. This program will serve low-income and disadvantaged communities.

The Recipient shall:

- Purchase and deploy a minimum of six E-Bikes for community mobility services, EV information, and outreach by familiarizing community with electric mobility.
 - o Provide photos and copies of information and outreach material
 - o Write and submit a *Summary E-Bike Report* on the use of eBike equipment, including photos, community response to the program, and EBike information and outreach materials used for the program.

Products:

- Summary E-Bike Report

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EXHIBIT B
Schedule of Products and Due Dates
Bike Bakersfield

<i>Task Number</i>	<i>Task Name</i>	<i>Product(s)</i>	<i>Subcontractor to Kern COG Due Date</i>	<i>Kern COG to CEC Due Date</i>
1.1	Attend Kick-off Meeting			
		Updated Schedule of Products	8/08/2022	8/10/2022
		Kick-Off Meeting Agenda (Kern COG)	1/26/2023	2/10/2023
1.2	Critical Project Review Meetings			
	1st CPR Meeting	CPR Report by subrecipient	TBD	12/20/2022
		Written determination (CEC)	N/A	1/5/2023
1.3	Final Meeting			
		Written documentation of meeting agreements	TBD	8/29/2024
		Schedule for completing closeout activities	N/A	9/27/2024
1.4	Quarterly Progress Reports			
		Quarterly Progress Reports	The eighth day of each month following the end of a calendar quarter during the approved term of this Agreement.	The 10th calendar day of each month during the approved term of this Agreement
1.6	Identify and Obtain Match Funds			
		A letter regarding identified program funding to carry out the e-Bike Pilot	04/08/2023 with Quarterly Report	4/10/2023
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds	Within 10 days of identifying reduced funds
1.7	Obtain Permits, if applicable			
1.8	Obtain and Execute Subcontracts			
		Letter describing the subcontracts needed, or stating that no subcontracts are required	30 days prior to first day of construction	5/19/2021 10/10/2022
		Draft subcontracts, if needed	15 days prior to the scheduled execution date	15 days prior to the scheduled execution date
		Final subcontracts, if needed	Within 10 days of the execution	Within 10 days of the execution
2	E-Bike Pilot			
		Purchase a minimum of six (6) eBikes	Within 35 days of the execution of the agreement 2/23/2023	With the monthly report following the purchase of the eBikes
		Outreach Materials, Surveys	March 8, 2023	With the monthly report following the

		purchase of the eBikes
Workshop and Stakeholder Presentations Completed	October 31, 2023	With the monthly report following the purchase of the eBikes
Summary E-Bike Report DRAFT	11/30/2023	12/10/2024
Summary E-Bike Report FINAL	1/31/2024	2/10/2024



EXHIBIT C
Budget
Bike Bakersfield
January 2023

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share Bike Bakersfield	Total¹
2	Bike Bakersfield	Purchase a minimum of 6 eBikes. May include outreach materials, and/or Bike Accessories	None	\$21,600	\$ -0-	\$ 21,600

¹Project Total may be larger than \$21,600 and may include labor, design, production, outreach expenses, fringe benefits and indirect costs. Bike Bakersfield must abide by the eligible expenses outlined in the Terms and Conditions.



III. G. COG

January 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Irene Enriquez
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. G.
METRO BAKERSFIELD LONG-RANGE TRANSIT PLAN

DESCRIPTION:

Award contract to Nelson\ Nygaard for the Metro Bakersfield Long-Range Transit Plan. County Counsel has reviewed this contract.

DISCUSSION:

The Metro Bakersfield Long-Range Plan is a federally required long-range plan evaluating long-range needs for the Metropolitan Bakersfield's Golden Empire Transit (GET) District service area. The Plan will evaluate GET's current services for efficiency and effectiveness. It will serve as a guideline to transition GET to a mobility management property that focuses on improvement and expansion of GET's express service, emerging bus rapid transit system and new OnDemand micro-transit service. The Plan will also consider curtailing low frequency fixed route system. Included in the plan will be updated information on GET's bus yard relocation and its potential impact, and the phased transition from Amtrak to high-speed rail service.

A thirty-day request for proposal (RFP) process for the Metropolitan Bakersfield Long-Range Plan was followed. The RFP was issued on November 16, 2022, with proposals due by December 16, 2022. One firm responded to the RFP:

1. Nelson Nygaard Consulting Associates, Inc

The proposal was reviewed by Bob Snoddy, Regional Planner; Irene Enriquez, Regional Planner, Ricardo Perez, Golden Empire Transit District Planner, and found Nelson\ Nygaard to be a qualified proposer and concur with awarding the contract. The proposal is within the project budget and is scheduled to be completed in March 2024. Furthermore, Nelson\Nygaard is the consultant that provided the Metro Bakersfield Long-Range Plan in 2012. Caltrans reviewed the proposal and approves the contract award to the sole bidder.

It is recommended the Board award the bid for the Metropolitan Bakersfield Long-Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in an amount not to exceed \$338,861.

ACTION

Approve the contract for Metropolitan Bakersfield Long-Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in an amount not to exceed \$338,861 and authorize the Chairman to sign the contract.

ROLL CALL VOTE:

Attachments: Nelson\ Nygaard Contract

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND

Nelson\Nygaard Consulting Associates

THIS CONTRACT, made and entered into this 19th day of January 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and Nelson\Nygaard Consulting Associates, Inc., hereinafter referred to as "Consultant."

RECITALS:

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

WHEREAS, Kern COG needs a consultant to assist in the preparation of the Metropolitan Bakersfield Long-Range Transportation Plan Update as further described in this contract; and

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

AGREEMENT:

I. Contract Organization and Content

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

II. Statement of Work

The work to be conducted by the Consultant is specified in the Scope of Work identified in the Consultant's proposal, dated December 16, 2022, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit "B," and Budget/Cost Proposal, attached hereto as Exhibit "C." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Irene Enriquez, Regional Planner
Consultant: James Gamez, Principal

III. Term

Time is of the essence in this contract. The term of this contract is January 19, 2023, through April 30, 2024, unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

Consultant services and reimbursements beyond April 30, 2024, are subject to the inclusion and funding agency approval of this project in Kern COG's 2024/2025 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP, provided that the Consultant will be compensated for all authorized services performed in accordance with the terms of this Agreement prior to termination.

IV. Assignability

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

V. Contract Changes

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

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

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$338,861 to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for the Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

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

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 606.5 as identified on the FY 2022-23 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor: All direct labor, fringe, overhead, and fee charges should be billed by class of employee, rate per hour, and the number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the total budget). Consultant may request Kern COG approval of modifications to the direct labor or overhead so long as the total budget is not exceeded.
2. Other Direct Costs: All direct costs billed must be specifically identified. Any

travel costs may not exceed the current per diem and mileage rates established by the IRS. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

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

E. Allowable Costs and Documentation:

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

VII. Progress Reports

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

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

VIII. Inspection of Work

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

IX. Staffing

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

X. Subcontracting

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

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

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

B. Termination for Cause:

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

XII. Compliance with Laws, Rules, and Regulations

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

XIII. Conflict of Interest

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

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

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

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

XIV. Contingency Fees

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

XV. Copyrights

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

XVI. Publication

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

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

XVII. Disputes

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

XVIII. Hold Harmless

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

XIX. Insurance

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

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

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

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

any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.

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

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

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

the above-required coverages.

- G. General Liability, Auto Liability, and Umbrella/Excess Liability insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve the Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

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

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

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

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

XXI. Disadvantaged Business Enterprise (DBE)

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

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

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

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color,

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

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

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

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

Prompt Payment Clauses

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

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

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

XXII. Audits

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

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

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

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

OR

Jennifer Wieland
Managing Director & Principal
Nelson\Nygaard Consulting Associates
811 First Avenue, Suite 610
Seattle, WA 98104

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

Ahron Hakimi, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

Bob Smith, Chair
"Kern COG"

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel

Consultant

Exhibit “A”

Scope of Work

DETAILED WORK PLAN

1. Project Administration

Task 1.1 Project Kickoff

Nelson\Nygaard will convene a kickoff meeting with the Project Steering Committee (including representatives from Kern COG and Caltrans) and key members of the consultant team. This meeting serves several purposes:

- Discuss project objectives, priorities, and expectations
- Discuss local issues and sensitivities, as well as challenges and opportunities
- Discuss community engagement activities and audiences
- Refine elements of the draft work plan

Nelson\Nygaard will submit a draft agenda to the Project Steering Committee prior to the meeting for review and revision prior to the meeting, and a meeting summary will be provided following the kickoff meeting

As part of our kickoff meeting activities, we also propose spending time on site touring the study area. Site visits are a key part of the project kickoff process, and we encourage members of the Project Steering Committee to accompany us as we observe major transfer points, destinations, key travel corridors, and bus operations along proposed BRT corridors. We also recommend convening as a group at the end of our site visit to discuss our initial impressions. This process ensures we develop a common understanding of the project.

Task 1.2 Bi-Weekly Project Updates

We recommend bi-weekly conference calls between our project managers and the Project Steering Committee to provide task updates and discuss immediate next steps. We will submit bi-weekly meeting agendas in advance of each call and provide meeting notes within five days of each meeting. We will also submit monthly progress reports along with invoices to formally document the project's progress and activities.

Task 1.3 Advisory Committee Meetings

Our project manager will present to Kern COG's Transportation Technical Advisory Committee at key project milestones to provide an update on the project schedule, key findings, scenarios and preliminary recommendations, and immediate next steps. We recommend at least three updates over the course of the plan: 1) after the completion of the Existing and Future Conditions Report, 2) following the development of initial scenarios, and 3) after the final round of community outreach.

Task 1.4 Monthly Progress Reports & Invoices

We will submit monthly progress reports along with invoices to formally document the project's progress and activities.



Task 1 Deliverables

- Kickoff meeting agenda and minutes
- Bi-weekly meeting agendas and summaries
- Advisory Committee agendas, meeting notes, and action items for all meetings.
- Monthly progress reports

2. Existing and Future Conditions

Task2.1 Plan Review

Immediately following the kickoff meeting, Nelson\Nygaard will conduct a thorough review of completed GET short-range and long-range plans, recent annual reports, riders survey reports, and policies. We will also review relevant and recent transportation and land use plans and studies pertaining to metropolitan Bakersfield. Summaries of key findings will be provided in the Existing and Future Conditions Report.

Task2.2 Market Analysis

Understanding existing and future markets for transit is a fundamental part of identifying service gaps. Using the most recent American Community Survey (ACS) and Census data, Nelson\Nygaard will develop maps depicting population and employment densities, as well as the spatial distribution of various demographic and socio-economic groups to highlight areas of high transit propensity.

Using existing documents and the collective knowledge of staff, Nelson\Nygaard will identify and map destinations, including employment centers, shopping centers, major grocery stores, social services, medical facilities, educational institutions, etc.

Nelson\Nygaard will also analyze and map data from the U.S. Census Longitudinal Employer-Household Dynamics (LEHD) to better understand employment travel patterns, and origins and destinations of low-income employees. Nelson\Nygaard will also use Kern COG Travel Demand Model data to examine travel flows of the region.

- **Population and Employment Densities:** Of all the factors that impact the demand for transit, the most important is that a sufficient number of people must live and work in close proximity. Since most people walk to or from transit for at least one end of their trip, the starting points for determining whether or not there will be sufficient demand are population and employment densities.
- **Demographic Characteristics:** Certain groups, such as seniors, college students, teenagers, persons from low-income households and those with a disability tend to use transit to a greater extent than other groups. We will examine the distribution and density of these transit-dependent populations. We will also layer multiple demographic characteristics to develop a transit propensity index, indicating the relative demand for transit throughout the GET service area.

- **Destinations:** Through the use of existing documents and the collective knowledge of staff, we will also identify and map served and unserved destinations including employment centers, shopping centers, major grocery stores, social services, medical facilities, educational institutions, etc.
- **Employment Travel Patterns:** We will also analyze and map data from the U.S. Census Longitudinal Employer-Household Dynamics (LEHD) to better understand employment travel patterns, and origins and destinations of low-income employees

Nelson\Nygaard will overlay existing routes over these maps to compare existing service with respect to transit demand. From these comparisons, Nelson\Nygaard will assess where transit market opportunities exist, particularly those which are unserved or underserved.

Task 2.3 Service Evaluation

Our work in this task will be oriented toward developing a comprehensive understanding of GET fixed-route services. Nelson\Nygaard prides ourselves on a data-driven approach, and we understand that changes to systems must reflect reliable information.

Our collective experience working with transit agency data is extensive, ranging from route-level performance data to automatic passenger counts and travel time reliability analysis. We take great care to ensure our data collection and manipulation efforts are robust and accurate so our analysis is reliable.

As a starting point in our evaluation, we will analyze a wide range of characteristics at the system level, including but not limited to the following:

- Historical ridership trends
- Service availability (days, span, headways, etc.)
- Regional connectivity
- Service hours
- Peak vehicles
- Supporting capital facilities
- Service change and implementation history

Fixed-route ridership data will be mapped to identify key connection points, destinations, and high-ridership residential areas. Nelson\Nygaard will also conduct a detailed examination of On-Demand Paratransit and On-Demand Assist service, including the following characteristics:

- Policies and procedures
- Average wait and ride times
- Historical ridership

If available, origin and destination data will be mapped to identify on-demand travel patterns.

Task 2.4 Fleet, Facility and Maintenance Review

Nelson\Nygaard will initiate this task by reviewing characteristics of the current fleet such as vehicle type, age, capacity, mileage, fuel type, fuel source, etc. We will also review GET's Zero Emission Bus Rollout Plan and current vehicle assignments for the current operator sign-up.

Existing maintenance and administrative facilities will also be assessed to determine if they can accommodate future vehicle needs and service expansion.

Nelson\Nygaard will review maintenance processes and procedures related to fixed-route and on-demand vehicles. We recommend meeting with maintenance staff directly to obtain a clear understanding of challenges and opportunities for efficiency improvements. Several members

of our team have significant experience in the public sector and have worked closely with maintenance staff to understand challenges and needs.

Task 2.5 Administrative Review

The organization and staffing component defines how an agency is structured and staffed. Of particular importance are staffing levels, capacity, reporting relationships, leadership, and contractors. We will document the existing GET structure, staff size, and functions and supplement this review by GET with other similar-sized agencies. This is an area where peer review can be a powerful tool and one that will be deployed in the analytical process. As part of the peer review, we will include at least five similar agencies and research specific characteristics associated to the way each peer is organized and staffed.

Task 2 Deliverables

- Existing Conditions Report (PDF format)

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3. Public Outreach

Task 3.1 Public Outreach Plan

Community outreach and input is vital to the success of any transit study, particularly one that will likely include recommendations for network changes. Our team will develop a community participation plan from the onset to ensure the project reflects the shared needs, priorities, and values of all segments of the greater community. The plan will present a detailed approach that will be used to engage the public and stakeholders, disseminate project information, and gather feedback.

Within two weeks of the project kickoff meeting, our team will finalize a community participation plan detailing:

- Outreach goals and objectives
- Key messages and strategies to connect with community members
- Potential stakeholders
- Proposed outreach activities, tools, and methods
- Community outreach timeline with proposed locations

As one way to attract attention to the project, we propose to brand it with a unique and memorable name that we will work with Kern COG and Caltrans staff to develop. We anticipate working with Kern COG to finalize the community outreach plan, which will describe activities proposed in Tasks 3.2-3.6.

Task 3 Deliverables

- Public Participation Plan
- Project Website
- Community Survey
- Pop-Up Outreach
- Open House Meetings
- Outreach Summary



4. Scenario Development

Task 4.1 Initial Scenarios

To determine the best way to improve the metropolitan Bakersfield transit system, Nelson\Nygaard will introduce a menu of potential service and capital investments, such as the following:

- Potential service investments
 - Bus Rapid Transit (BRT) service along high ridership corridors
 - Frequency upgrades to match service with demand and facilitate connections
 - Redesigned routes to provide more effective, efficient, and attractive service
 - Expanded service spans to maximize access to employment and education
 - Service to new areas identified as transit-supportive in the market analysis
 - Improved service coordination to facilitate transfers and reduce wait times
 - Increased on-demand service in areas that do not support fixed-route service
- Potential capital investments
 - New and upgraded operating facilities to support system growth
 - New transit centers to improve network connectivity
 - Infrastructure upgrades on future BRT corridors
 - Speed and reliability upgrades to bus transit more attractive
 - Multimodal hubs to improve network connectivity and build community
 - Technology improvements to enhance the overall transit user experience

Nelson\Nygaard will package potential service and capital investments in formats that are easy to understand using maps and written descriptions that describe the critical elements and community benefits.

Scenarios will be developed to represent different combinations of approaches rather than entire packages that would need to be selected as a whole. Instead, the purpose will be to determine which individual projects or combinations of projects in each scenario will generate the highest levels of support and then to subsequently combine the best elements of each scenario into the final recommendations.

Initial service alternatives will be presented to the Project Steering Committee and refined prior to being shared with other stakeholders and the public. Once service scenarios are developed, we will evaluate the individual components on their technical merits and vet them with stakeholders.

Task 4.2 Recommendations

Following public outreach of the initial alternatives, Nelson\Nygaard will develop service enhancement and expansion recommendations in close collaboration with the Project Steering Committee. After finalizing service recommendations, Nelson\Nygaard will develop a phasing plan that organizes service recommendations into short-range (1-5 years), medium-range (6-10 years), and long-range (11-20 years) timeframes based on several factors such as ease of implementation, cost, funding probability, ridership potential, transportation equity, community benefits, capital requirements, environmental impacts, etc.

A simplified version of the implementation plan will also be developed in a graphic format that is easy for the general public to comprehend.

Task 4 Deliverables

- Initial Scenarios (PowerPoint presentation)
- Recommendations (PowerPoint presentation)

5. Draft Plan

Task 5.1 Draft Plan

The draft report will compile analysis, findings, and recommendations developed in previous tasks. The report will likely consist of the following chapters:

- Executive summary
- Existing service design and performance
- Current and future market conditions
- Scenario development process
- Community outreach and input summary
- Service and capital recommendations
- Financial plan
- Implementation plan

We will submit an electronic copy of the draft report to the Project Steering Committee for review and comment.

Task 5.2 Revised Draft Plan

After receiving comments, Nelson\Nygaard will revise the draft plan. The revised draft plan will be submitted to the Kern COG Transportation Technical Advisory Committee (TTAC) for review and comments.

Task 5 Deliverables

- Draft Plan
- Revised Draft Plan

6. Final Plan

Task 6.1 Plan Presentations

Nelson\Nygaard will develop a presentation that summarizes the draft plan and deliver it to the following committees:

- Kern COG TTAC for review.
- Kern COG Transportation Planning Policy Committee (TPPC) for adoption.
- GET Board of Directors for adoption into its planning strategy.

We will then work with the Project Steering Committee to determine if any additional revisions to the draft plan are necessary.

Task 6.4 Final Plan

After incorporating any additional revisions, the final plan will be submitted to Caltrans and posted on Kern COG's website. We will deliver the final plan in electronic format along with all supporting analysis and graphic files. Nelson\Nygaard will provide all collected data to Kern COG in a usable and formatted table for future use. We will also provide all maps, graphics, and charts used in the report and presentations. All items provided will be named and/or labeled for easy identification.



Task 6 Deliverables

- Presentation to Kern COG TTAC
- Presentation to Kern COG TPPC
- Presentation to GET Board of Directors
- Final Plan submittal to Caltrans



Exhibit “B” Project Timeline

Schedule

Below we have included a detailed schedule showing the expected sequence of tasks and subtasks that are included in our proposed scope of work.

Green Cells = Project Milestones

Task	Description	2023												2024		
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
1	Project Administration															
1.1	Project Kickoff															
1.2	Bi-Weekly Project Updates															
1.3	Advisory Committee Meetings															
1.4	Monthly Progress Reports & Invoicing															
2	Existing and Future Conditions															
2.1	Plan Review															
2.2	Market Analysis															
2.3	Service Evaluation															
2.4	Fleet, Facility and Maintenance Review															
2.5	Administrative Review															
3	Public Outreach															
3.1	Public Outreach Plan															
3.2	Project Website															
3.3	Community Surveys															
3.4	Pop-Up Outreach															
3.5	Open House Meetings															
3.6	Outreach Summary															
4	Scenario Development															
4.1	Initial Scenarios															
4.2	Recommendations															
5	Draft Plan															
5.1	Draft Plan															
5.2	Revised Draft Plan															
6	Final Plan															
6.1	Plan Presentations															
6.2	Final Plan															

Exhibit "C"

Project Budget

		Tim Payne		James Gamez		Naomi Armenta		Michael Bjork		Ezra Pincus-Roth		Tomoko DeLaTorre		Jungwha Yuh		Marvin Randalson		Ashankh Jaishankar		Michael Consunji		VMA Outreach Lead		VMA Outreach Support		VMA Outreach Support			
		Principal In Charge		Project Manager		Paratransit Lead		BRT Lead		Deputy Project Manager		GIS Lead		Visual Comms		Paratransit Support		Agency Review		Existing Conditions Analysis		Public Outreach		Public Outreach		Public Outreach			
	TASKS	\$273.71		\$225.68		\$184.91		\$182.01		\$135.77		\$164.59		\$152.87		\$121.21		\$105.56		\$101.92		\$200.00		\$150.00		\$100.00		Total Task Hours	Total Task Cost
	Task	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
1	Project Administration	2	\$547	88	\$19,860	2	\$370	0	\$0	96	\$13,034	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	188	\$37,411
2	Existing and Future Conditions	80	\$21,897	44	\$9,930	4	\$740	20	\$3,640	68	\$9,232	80	\$13,167	0	\$0	40	\$4,848	60	\$6,334	74	\$7,542	0	\$0	0	\$0	0	\$0	470	\$77,330
3	Public Outreach	0	\$0	72	\$16,249	4	\$740	0	\$0	90	\$12,219	0	\$0	32	\$4,892	0	\$0	0	\$0	0	\$0	20	\$4,000	172	\$25,800	202	\$20,200	592	\$92,300
4	Scenario Development	24	\$6,569	72	\$16,249	36	\$6,657	36	\$6,552	72	\$9,775	64	\$10,534	28	\$4,280	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	332	\$60,617
5	Draft Plan	12	\$3,285	60	\$13,541	12	\$2,219	0	\$0	72	\$9,775	40	\$6,584	40	\$6,115	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	236	\$41,518
6	Final Plan	4	\$1,095	48	\$10,833	4	\$740	0	\$0	48	\$6,517	16	\$2,633	24	\$3,669	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	144	\$29,686
	Tasks Subtotal	122	\$33,392	384	\$86,660	62	\$11,465	56	\$10,192	446	\$60,553		\$32,919		\$18,956		\$4,848		\$6,334		\$7,542		\$4,000		\$25,800		\$20,200	1962	\$338,861

Direct Costs

Direct Cost		Amount
Airfare	9	\$5,400
Hotel	24	\$3,600
Per Diem	24	\$1,800
Rental Cars and Gas	24	\$2,400
Other Ground Transportation (Mileage, Transit, Parking)	24	\$1,800
Meeting Materials		\$1,000
Direct Costs Subtotal		\$15,000

Sub-consultants

Sub-consultants (Included with staff above)		\$50,000
Sub-consultants Subtotal		\$50,000

Proposal Grand Total		\$338,861



Exhibit D

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

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

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

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

(Consultant)

Date



**AGENDA
KERN COUNCIL OF GOVERNMENTS**

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

**THURSDAY
February 16, 2023
6:30 P.M.**

SPECIAL NOTICE

**Public Participation and Accessibility
February 16, 2023, Transportation Planning Policy Committee
and the Kern Council of Governments Board of Directors Meetings**

On September 16, 2021, Governor Gavin Newsom signed into law Assembly Bill (AB) 361 which authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency or when state or local health officials have imposed or recommended measures to promote social distancing. Based on guidance from the California Governor's Office and Department of Public Health, as well as the County Health Officer, in order to minimize the potential spread of the COVID-19 virus, Kern Council of Governments hereby provides notice that as a result of the declared federal, state, and local health emergencies, and in light of the Governor's signing of AB 361, the following adjustments have been made:

- The meeting scheduled for **February 16, 2023, at 6:30 p.m.** will have limited public access to maintain social distancing. Masks will be required to attend the meeting in person.
- Consistent with AB 361, Committee/Board Members may elect to attend the meeting telephonically and participate in the meeting to the same extent as if they were physically present.
- The public may participate in the meeting and address the Committee/Board in person under Public Comments.
- If the public does not wish to attend in person, they may participate in the meeting and address the Committee/Board as follows:
 - o **You may offer comment in real time via your phone or from your computer, tablet or smartphone (see below).**
 - o If you wish to submit a comment in advance of the scheduled meeting you may submit your comment via email to feedback@kerncog.org by 1:00 p.m. February 16, 2023 **(this is not a requirement).**

TPPC/Kern COG Board

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/888828085>

You can also dial in using your phone.

United States: [+1 \(630\) 869-1013](tel:+16308691013)

Access Code: 888-828-085

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<https://global.gotomeeting.com/install/888828085>

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, Trujillo, P. Smith, Crump, Creighton, Krier, B. Smith, Vasquez, Blades, Prout, Reyna, Couch, Scrivner

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

- 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 – January 19, 2023**

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Equipment and Materials Disposal** (Heimer)

Comment: Request to dispose of outdated equipment.

Action: Approve inventory list for dissemination and disposal. ROLL CALL VOTE

E. **Local Clearinghouse:**

Applicant: Big Stop Market Inc.

Address: 127 S Shafter Ave.

Shafter, CA 93263

Contact: Kamila Duncan

Federal Agency: USDA Rural Development

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

Title: Higher Blends Infrastructure Incentive Program

Description: Fueling station project requesting \$94,375 in Federal funds; providing \$324,988 in Matching funds, to install 1 UST and 1 E85 dispenser for 1 fueling station across 1 state.

Federal Funds: \$94,375.00

Total Funds: \$419,363

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

- IV. **CONGESTION MANAGEMENT AGENCY:** (None)
- V. **KERN MOTORIST AID AUTHORITY:** (None)
- VI. **MEETING REPORTS:** (None)
- VII. **EXECUTIVE DIRECTOR'S REPORT:** (Report on Programs and Projects in Progress)
 - A. Warrant Register
 - B. Timeline
- VIII. **MEMBER STATEMENTS:** On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.
- IX. **CLOSED SESSION:** None.
- X. **ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be March 16, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for January 19, 2023

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

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

The meeting was called to order by Chairman Smith at 7:13 p.m.

I. ROLL CALL:

Members Present: Ayon, Scrivner, Crump, Krier, Creighton, Prout, Reyna, B. Smith, P. Smith, Trujillo, Vasquez

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

Members Absent: Blades, Couch

Others:

Staff: Hakimi, Napier, Ball, VanWyk, Campbell, Stramaglia, Snoddy, Enriquez, Pacheco, Urata, Flickinger, Invina,

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

Chairman Smith asked for public comments. There were none.

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

A. Approval of Minutes – November 17, 2022

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Kern COG's 2022 Regional Award of Merit Ceremony (Campbell)

Action: Information.

E. Amendment #1 to EV Ready Communities Memorandum of Understanding between Kern COG and the City of Arvin as funded by the California Energy Commission Agreement ARV-20-010-01 (Urata)

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

F. EV Ready Communities Kern County Electric Vehicle Charging Station Blueprint

Implementation Sub-Agreement between Kern COG and Biking for Fun, Inc. dba Bike Bakersfield (Urata)

Action: Approve the sub-agreement between Kern Council of Governments and Biking For Fun, Inc. dba Bike Bakersfield, and adopt Resolution 23-03 authorizing the Executive Director to sign. ROLL CALL VOTE

G. Metro Bakersfield Long-Range Transit Plan (Enriquez)

Action: Approve the contract for Metropolitan Bakersfield Long Range Transit Plan to the sole bidder, Nelson Nygaard Consulting Associates in the amount not to exceed \$338,861 and authorize the Chairman to sign the contract. ROLL CALL VOTE

H. Local Clearinghouse:

Applicant: CSUB Auxillary for Sponsored Programs Administration

Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Bureau of Reclamation
Catalog No.: 15.564
Title: CVP Conservation Program & CVPIA Habitat Restoration Program FY23
Description: Floodplain habitat enhancement at the Bakersfield Environmental Studies Area (BESA), lower Kern River, Kern County, CA

Federal Funds: \$834,361.00

Total Funds: \$937,201.00

Applicant: Crimson Renewable Energy, LLC

Address: 17731 Mullux Road
Bakersfield, CA 93311
Contact: Harry Simpson

Federal Agency: USDA Rural Development
Catalog No.: 10.754
Title: Higher Blends Infrastructure Incentive Program
Description: A fuel terminal project to install 5 dispensers and 2 loading bays to offer B20 biodiesel

Federal Funds: \$399,521.00

Total Funds: \$968,572.00

Applicant: Rani Alhabroun

Address: 3601 Stockdale Highway
Bakersfield, CA 93309
Contact: Rani Alhabroun

Federal Agency: Catalog of Federal Domestic Assistance Number
Catalog No.: 10.754
Title: Notice of Funding Opportunity for the Higher Blends Infrastructure Incentive Program (HBIIP) for Fiscal Year 2022
Description: \$1,200,000.00 is needed to install underground storage tanks with pumps and canopy and equipment and construction costs.

Federal Funds: \$200,000.00

Total Funds: \$400,000.00

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

MOTION BY DIRECTOR SCRIVNER TO APPROVE CONSENT AGENDA ITEMS A THROUGH H, 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 Hakimi made the following report:

1. San Joaquin Valley Policy Council meeting – Friday, January 27, 2023
2. Kern Regional Award of Merit Celebration – Thursday, March 2, 2023 (Please RSVP ASAP)
3. San Joaquin Valley Policy Conference – April 24 – 26, 2023 - Great Wolf Lodge - Manteca

VIII. MEMBER STATEMENTS:

IX. CLOSED SESSION:

None.

X. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:16 p.m. **NEXT MEETING – February 16, 2023.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. TPPC

February 16, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Michael Heimer,
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
Equipment and Materials Disposal

DESCRIPTION:

Request to dispose of outdated equipment.

DISCUSSION:

When disposing of outdated or non-functioning equipment, Kern COG's policy is to invite member agencies first – and other governments or non-profit organizations second – to choose among available pieces. Any items left at the end of that process are taken to a recycling facility. Kern COG has numerous computer components that have been replaced and are now ready for disposal. A complete asset listing follows.

- Five (5) Lenovo ThinkPad P72 laptop computers
- Fifteen (15) Lenovo ThinkPad T480 laptop computers
- Two (2) Lenovo Flex 2-15 laptop computers

ACTION:

Approve inventory list for dissemination and disposal. ROLL CALL VOTE

**AGENDA
KERN COUNCIL OF GOVERNMENTS**

PRIMARY MEETING LOCATION

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

**SECONDARY MEETING LOCATION
TELECONFERENCING AVAILABLE**

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

TPPC/Kern COG Board

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

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

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

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

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

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

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Program Supplement Agreement – Rideshare Program (Campbell)

Comment: Pursuant to Kern COG policy, the Board shall review and approve grant-funding agreements. On February 15, 2023, staff received from Caltrans Program Supplement Agreement No. F-045 for \$240,187 to implement a transportation demand management and rideshare program.

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

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

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, 2022.

Action: Accept and file reports. ROLL CALL VOTE.

F. REIMBURSABLE LETTER OF AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR ADDITIONAL SAFETY RELATED ENFORCEMENT DURING INCLEMENT WEATHER (Napier)

Comment: Staff was contacted by Lieutenant/Commander P.P. Etchebarne of the Fort Tejon Area of the California Highway Patrol (CHP) to provide enforcement dollars for additional safety related enforcement during inclement weather conditions.

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

G. Local Clearinghouse:

Applicant: White DJY, Inc.

Address: 2600 White Lane.

Bakersfield, CA 93304

Contact: Kamila Duncan

Federal Agency: USDA Rural Development

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

Title: Higher Blends Infrastructure Incentive Program

Description: Fueling station project requesting \$29,125 in Federal funds; providing \$114,293 in Matching funds, to install 1 E85 for 1 fueling station across 1 state.

Federal Funds: \$29,125

Total Funds: \$143,418

Applicant: Rosedale Chevron Inc.

Address: 29727 Stockdale Hwy.

Bakersfield, CA 93314

Contact: Kamila Duncan

Federal Agency: USDA Rural Development

Funding Opportunity: RBCS-22-01 HBIIP

Title: Higher Blends Infrastructure Incentive Program

Description: Fueling station project requesting \$123,500 I Federal funds; providing \$282,884 in Matching funds, to install 1 UST and 2 E85 dispensers for 1 fueling station across 1 state.

Federal Funds: \$123,500

Total Funds: \$406,354

Applicant: City of Bakersfield

Address: 1600 Truxtun Avenue

Bakersfield, CA 93301-5141

Contact: Mr. Gregg Strakaluse

Federal Agency: Office of the Under Secretary for Policy

Catalog No.: 20.933

Title: National Infrastructure Investments

Description: Transportation & Climate Resiliency Project...A Gateway to Downtown Bakersfield High Speed Rail Station.

Federal Funds: \$10,000,000

Total Funds: \$15,190,000

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

IV. ELECTION OF OFFICERS

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. Warrant Register

B. Timeline

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

X. CLOSED SESSION: None.

XI. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be April 20, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for February 16, 2023

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

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

The meeting was called to order by Chairman Smith at 7:06 p.m.

I. ROLL CALL:

Members Present: Ayon, Couch, Blades, Crump, Krier, Creighton, Prout, Scrivner, B. Smith, P. Smith, Trujillo

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

Members Absent: Reyna, Vasquez

Others: None

Staff: Hakimi, Campbell, Snoddy, Pacheco, Heimer, Enriquez, Invina-Jayasiri, Ball, Stramaglia, Banuelos, VanWyk

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

Chairman Smith asked for public comments. There were none.

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

A. Approval of Minutes – January 19, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Equipment and Materials Disposal (Heimer)

Action: Approve Inventory list for dissemination and disposal. (Roll Call Vote)

G. Local Clearinghouse:

Applicant: Big Stop Market Inc.

Address: 127 S Shafter Ave.

Shafter, CA 93263

Contact: Kamila Duncan

Federal Agency: USDA Rural Development

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

Title: Higher Blends Infrastructure Incentive Program
Description: Fueling station project requesting \$94,375 in Federal funds; providing \$324,988 in Matching funds, to install 1 UST and 1 E85 dispenser for 1 fueling station across 1 state.

Federal Funds: \$94,375.00

Total Funds: \$419,363

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

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

1. Report on San Joaquin Valley Policy Council meeting – Friday, January 27, 2023
2. Kern Regional Award of Merit Celebration – Thursday, March 2, 2023 – **If you have not made reservation please do so immediately to Susanne Campbell**
3. San Joaquin Valley Policy Conference – April 24 – 26, 2023 - Great Wolf Lodge – Manteca
4. Kern COG has 8 tickets to the 2023 Trucking with Clean Fuels Conference on February 23, 2023.
We receive them as a sponsor of the event. Continental breakfast and lunch are included.
If you want to attend, please put your name and email on the sign-in sheet being circulated.
Your name will be placed on a list at the door.
Linda Urata will send to you the agenda.
5. FPPC Form 700 is due on April 1.

VIII. MEMBER STATEMENTS:

IX. CLOSED SESSION:

None.

X. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:11 p.m. **NEXT MEETING – March 16, 2023.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. TPPC

March 16, 2023

TO: Kern Council of Governments Board of Directors

FROM: Ahron Hakimi, Executive Director
By: Susanne Campbell, Rideshare Coordinator

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
PROGRAM SUPPLEMENT AGREEMENT – RIDESHARE PROGRAM

DESCRIPTION:

Pursuant to Kern COG policy, the Board shall review and approve grant-funding agreements. On February 15, 2023, staff received from Caltrans Program Supplement Agreement No. F-045 for \$240,187 to implement a transportation demand management and rideshare program.

DISCUSSION:

On February 15, 2023, staff received federal authorization (E-76) to proceed with work on the sixteenth year of Kern COG's CMAQ-funded transportation demand management and Rideshare program. Program Supplement Agreement No. F-045 to Administering Agency-State Agreement No. 06-6087F15 for \$271,306 must be signed and returned before Kern COG can invoice against the funding for reimbursement.

ACTION:

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

PROGRAM SUPPLEMENT NO. F045
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-6087F15

Adv. Project ID
0623000141

Date: February 15, 2023
Location: 06-KER-0-KCOG
Project Number: CMLNI-6087(076)
E.A. Number:
Locode: 6087

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 05/02/2016 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Throughout Kern County

TYPE OF WORK: Transportation demand management program that promotes alternative modes of transportation. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Y400	\$240,187.00	LOCAL		OTHER
\$271,306.00			\$31,119.00		\$0.00

KERN COUNTY COUNCIL OF GOVERNMENTS

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA

Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer



Date 02/15/2023

\$240,187.00

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2.
 - A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.
 - B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
 - C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
 - D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
 - E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.
 - F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);

H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

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

RESOLUTION NO. 23-07

In the matter of:

PROGRAM SUPPLEMENT NO. F045 FOR KERN COG'S COUNTYWIDE RIDESHARING PROGRAM

WHEREAS, Kern Council of Governments (Kern COG) is a regional transportation planning agency and a metropolitan planning organization (MPO); and

WHEREAS, the MPO is required to meet federal air quality conformity requirements in order to develop, maintain and endorse the Federal Transportation Improvement Program (FTIP); and

WHEREAS, Kern County is geographically located in the San Joaquin Valley Unified Air Pollution Control District, which is considered by the federal Environmental Protection Agency as an 'extreme' non-attainment area for ozone and particulate matter under 10 microns; and

WHEREAS, Kern COG, has committed to implement a countywide ridesharing program aimed at building awareness of clean-air commute alternatives; and

WHEREAS, Kern COG requires payment of federal funds to fund its Rideshare program; and

WHEREAS, the attached Program Supplement No. F045 is required to engage in the Rideshare program.

NOW, THEREFORE, BE IT RESOLVED THAT:

Kern Council of Governments adopts Program Supplement No. F045 and authorizes the Chair and the Executive Director to sign the Resolution and Program Supplement No. F045

AUTHORIZED AND SIGNED THIS 16th DAY OF MARCH 2023

AYES:

NOES:

ABSTAIN:

ABSENT:

Bob Smith, Chair
Kern Council of Governments

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of Kern Council of Governments duly authorized at a regularly scheduled meeting held on the 16th day of March 2023.

Ahron Hakimi, Executive Director
Kern Council of Governments

Date: _____



III. E. TPPC

March 16, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Gregory J Palomo
Financial Services Officer

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.
FY 2021-22 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, 2022.

DISCUSSION:

Staff has received the final draft of the Kern COG Comprehensive Annual Financial Reports for the fiscal year ended June 30, 2022. This unqualified audit identified no material weaknesses or recommendations.

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)	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 issued as required.

ACTION: Accept and file reports. ROLL CALL VOTE.

To the Board of Directors
Kern Council Governments
Bakersfield, California

We have audited the financial statements of the governmental activities, the business type activities, and each major fund of the Kern Council of Governments (the Council) for the fiscal year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 22, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Council are described in Note 1 to the financial statements. During the fiscal year ended June 30, 2022, the Council adopted Governmental Accounting Standards Board (GASB) Statement No. 87 – *Leases*. We noted no transactions entered into by the Council during the fiscal year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Council's financial statements were:

Estimates of Useful Lives of Capital Assets – Management estimates the useful lives of its capital assets for purposes of calculating annual depreciation expense to be reported in the Council's results of operations. Estimated useful lives are three years for the office furniture and equipment and ten years for call boxes.

Estimates of actuary and assumptions used to determine the pension liability pursuant to GASB Statement No. 68 and other postemployment benefits (OPEB) liabilities pursuant to GASB Statement No. 75.

Estimate of the present value of lease payments expected to be made during the lease term, the discount rate used to discount the expected lease payments to present value, and the lease term. Management uses the interest rate charged by the lessor as the discount rate. When the rate is not provided, management uses its estimated incremental borrowing rate. The lease term includes the noncancellable period of the lease.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

Note 9 – Pension Plan

Note 10 – Postemployment Benefits Other than Pensions (OPEB)

Note 11 – Leases

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. See attached schedule for adjusted journal entries as a result of our procedures.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 22, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Council's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each fiscal year prior to retention as the Council's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to required supplementary information (RSI) as listed in the table of contents of our audit report, which is information that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the other supplementary information as listed in the table of contents, which accompanies the financial statements but is not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the Council and is not intended to be, and should not be, used by anyone other than these specified parties.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

*Brown Armstrong
Accountancy Corporation*

Bakersfield, California
February 22, 2023

Kern Council of Governments
Journal Entries Report
June 30, 2022

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To adjust PY ending equity and revenue for the amount recognized in the CY.			
42906-2350-00-00000	Fund Balance Available	1,001,370.00	
42906-0285-00-00000	Due From Other Agencies		60,305.00
42906-1500-00-00000	Deferred Revenue - REAP Grant		941,065.00
Total		1,001,370.00	1,001,370.00
Adjusting Journal Entries JE # 2			
To adjust beginning RE and Accum Depr.			
42900-0735-00-00000	Accumulated Depreciation	2,808,851.00	
42900-2380-00-00000	Retained Earnings	252,258.00	
42900-0730-00-00000	Equipment		3,061,109.00
Total		3,061,109.00	3,061,109.00
Adjusting Journal Entries JE # 3			
To agree beginning fund balance to PY audited FS.			
42905-2350-99-00000	Fund Balance Available	91,748.00	
42905-0200-99-00000	Accounts Receivable		55,409.00
42905-1020-99-00000	Salaries & Wages Payable		36,339.00
Total		91,748.00	91,748.00
Adjusting Journal Entries JE # 4			
To book CY depreciation expense.			
42900-7990-00-00000	Depreciation	18,544.00	
42900-0735-00-00000	Accumulated Depreciation		18,544.00
Total		18,544.00	18,544.00
Adjusting Journal Entries JE # 5			
To balance due to/due from accounts to zero.			
42905-9000-99-00000	Interfund Transfers (In)	1,089.00	
42905-0261-99-00000	Due From Other Funds -- SSF		1,085.00
42905-7451-99-99999	Office Expense/General		4.00
Total		1,089.00	1,089.00
Adjusting Journal Entries JE # 6			
To adjust equity for PY interfund transfers reclass.			
24075-0270-00-00000	Advances Receivable	48.00	
24075-2350-00-00000	Fund Balance Available		48.00
Total		48.00	48.00
Adjusting Journal Entries JE # 7			
To record GASB 87 implementation journal entries.			
42905-8000-99-99999	Fixed Assets	430,531.00	
42905-L-34-0845	Debt Service - Principal	141,901.00	
42905-L-34-0850	Debt Service - Interest	659.00	
42905-0789	Lease and Other financing Proceeds		430,531.00
42905-7650-99-99999	Rents & Leases/Structures		142,560.00
Total		573,091.00	573,091.00
Adjusting Journal Entries JE # 8			
To net interfund transfers and due to/from.			
24075-9000-00-00000	Interfund Transfers	48.00	
24075-0270-00-00000	Advances Receivable		48.00
Total		48.00	48.00

Adjusting Journal Entries JE # 9

To reclass cash balances not yet received as of 6/30/2022 to A/R.

24076-0285-00-00000	Due From Other Agencies	2,487,137.00	
24076-0110-01-00000	Cash in Treasury/99313.3/Arvin		55,362.00
24076-0110-02-00000	Cash in Treasury/99313.3/Bakersfield		1,003,083.00
24076-0110-03-00000	Cash in Treasury/99313.3/CalCity		36,167.00
24076-0110-04-00000	Cash in Treasury/99313.3/Delano		135,442.00
24076-0110-05-00000	Cash in Treasury/99313.3/Maricopa		2,878.00
24076-0110-06-00000	Cash in Treasury/99313.3/McFarland		36,746.00
24076-0110-07-00000	Cash in Treasury/99313.3/Ridgecrest		74,959.00
24076-0110-08-00000	Cash in Treasury/99313.3/Shafter		52,206.00
24076-0110-09-00000	Cash in Treasury/99313.3/Taft		22,168.00
24076-0110-10-00000	Cash in Treasury/99313.3/Tehachapi		32,583.00
24076-0110-11-00000	Cash in Treasury/99313.3/Wasco		73,769.00
24076-0110-12-00000	Cash in Treasury/99313.3/Kern Inside GET		287,504.00
24076-0110-13-00000	Cash in Treasury/99313.3/Kern Outside GET		530,526.00
24076-0120-01-00000	Cash in Treasury/99314/Arvin		1,104.00
24076-0120-03-00000	Cash in Treasury/99314/CalCity		457.00
24076-0120-04-00000	Cash in Treasury/99314/Delano		4,963.00
24076-0120-06-00000	Cash in Treasury/99314/McFarland		216.00
24076-0120-07-00000	Cash in Treasury/99314/Ridgecrest		2,828.00
24076-0120-08-00000	Cash in Treasury/99314/Shafter		1,022.00
24076-0120-09-00000	Cash in Treasury/99314/Taft		6,396.00
24076-0120-10-00000	Cash in Treasury/99314/Tehachapi		502.00
24076-0120-11-00000	Cash in Treasury/99314/Wasco		565.00
24076-0120-13-00000	Cash in Treasury/99314/Kern Outside GET		21,219.00
24076-0120-16-00000	Cash in Treasury/99314/GET		104,472.00
Total		2,487,137.00	2,487,137.00

Adjusting Journal Entries JE # 10

To re-class SGR Q4 payment that was deposited August 2022 to A/R.

24082-0285-00-00000	Due From Other Agencies	240,698.00	
24082-0110-01-00000	Cash in Treasury/99313/Arvin		5,153.00
24082-0110-03-00000	Cash in Treasury/99313/CalCity		3,342.00
24082-0110-04-00000	Cash in Treasury/99313/Delano		12,814.00
24082-0110-06-00000	Cash in Treasury/99313/McFarland		3,373.00
24082-0110-07-00000	Cash in Treasury/99313/Ridgecrest		7,099.00
24082-0110-08-00000	Cash in Treasury/99313/Shafter		4,858.00
24082-0110-09-00000	Cash in Treasury/99313/Taft		2,608.00
24082-0110-10-00000	Cash in Treasury/99313/Tehachapi		3,019.00
24082-0110-11-00000	Cash in Treasury/99313/Wasco		6,783.00
24082-0110-13-00000	Cash in Treasury/99313/Kern Outside GET		76,591.00
24082-0110-16-00000	Cash in Treasury/99313/GET		101,098.00
24082-0120-01-00000	Cash in Treasury/99314/Arvin		107.00
24082-0120-03-00000	Cash in Treasury/99314/CalCity		44.00
24082-0120-04-00000	Cash in Treasury/99314/Delano		482.00
24082-0120-06-00000	Cash in Treasury/99314/McFarland		21.00
24082-0120-07-00000	Cash in Treasury/99314/Ridgecrest		275.00
24082-0120-08-00000	Cash in Treasury/99314/Shafter		99.00
24082-0120-09-00000	Cash in Treasury/99314/Taft		621.00
24082-0120-10-00000	Cash in Treasury/99314/Tehachapi		49.00
24082-0120-11-00000	Cash in Treasury/99314/Wasco		55.00
24082-0120-13-00000	Cash in Treasury/99314/Kern Outside GET		2,061.00
24082-0120-16-00000	Cash in Treasury/99314/GET		10,146.00
Total		240,698.00	240,698.00

KERN COUNCIL OF GOVERNMENTS

AUDIT REPORT

**FOR THE FISCAL YEAR ENDED
JUNE 30, 2022**

**KERN COUNCIL OF GOVERNMENTS
AUDIT REPORT
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Kern Council of Governments
Bakersfield, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, and each major fund of the Kern Council of Governments (the Council), as of and for the fiscal year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Council's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, and each major fund of the Council as of June 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Council and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Council's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Council's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, Budgetary Comparison Information, Schedule of Changes in the Net OPEB Liability and Related Ratios, Schedule of the Proportionate Share of the Net Pension Liability, and Schedule of Contributions – Pension, as listed in the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

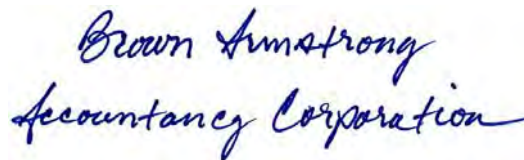
Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Council's basic financial statements. The supplementary information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information and the Schedule of Expenditures of Federal Awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 22, 2023, on our consideration of the Council's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Council's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council's internal control over financial reporting and compliance.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

A handwritten signature in blue ink that reads "Brown Armstrong Accountancy Corporation". The signature is written in a cursive, flowing style.

Bakersfield, California
February 22, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

**KERN COUNCIL OF GOVERNMENTS
MANAGEMENT'S DISCUSSION AND ANALYSIS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

The discussion and analysis of the financial performance of the Kern Council of Governments (the Council) provides an overview of the Council's financial activities for the fiscal year ended June 30, 2022. The intent of this discussion and analysis is to look at the Council's financial performance as a whole. Users of these financial statements should read this discussion and analysis in conjunction with the Council's basic financial statements following this section to enhance their understanding of the Council's financial performance.

Financial Highlights

- The liabilities and deferred inflows of resources of the Council exceeded its assets and deferred outflows of resources at the close of the most recent fiscal year by \$(2,379,317) (*net position deficit*). Of this amount, \$(2,822,121) (*unrestricted net position*) may be used to meet the Council's ongoing obligations to citizens and creditors.
- The Council's total net position increased by \$956,606. This net increase is mostly attributable to the governmental activities in the Planning and Administration Fund.
- As of June 30, 2022, the Council's governmental funds reported combined ending fund balances (deficit) of \$(2,454,323). Of this amount, \$(2,576,972) is unassigned fund balance (deficit) and \$122,649 is nonspendable.
- As of June 30, 2022, unassigned fund balance (deficit) for the Planning and Administration Fund was \$(2,124,405).

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Council's basic financial statements. The Council's basic financial statements are comprised of three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the basic financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements. The government-wide financial statements are designed to provide readers with a broad overview of the Council's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all of the Council's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference between them reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Council is improving or deteriorating.

The Statement of Activities presents information showing how the Council's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event takes place regardless of when cash is received or paid. Thus, certain revenues and expenses reported in this statement will only result in cash inflows and outflows in future fiscal years.

Both of the government-wide financial statements distinguish functions of the Council that are primarily financed with intergovernmental revenues (governmental activities) and those that are intended to recover all or a significant portion of their costs through user fees and charges for services (business-type activities). The Council's governmental activity is transportation planning and administration. The business-type activity of the Council includes public safety – call boxes.

The government-wide financial statements are presented on pages 9 - 10.

Fund Financial Statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Council, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the Council's funds can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. Governmental funds are used to account for activities that are similar in nature to the governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be used in evaluating the Council's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. This will allow readers to get a better understanding of the long-term impact of the Council's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances (deficit) provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Council maintains four individual governmental funds. Information is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances (deficit) for each of the major funds.

The Council adopted an annual appropriated budget for the Planning and Administration Fund. A budgetary comparison schedule has been provided for this major governmental fund to demonstrate compliance with this budget.

The governmental fund financial statements are presented on pages 11 - 14 of this report.

Proprietary Funds. The Council maintains only one type of proprietary fund. The enterprise fund is used to report the same functions presented as business-type activities in the government-wide financial statements. The Council uses an enterprise fund to account for the Kern Motorist Aid Authority.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the Kern Motorist Aid Authority, which is considered to be a major fund of the Council.

The proprietary fund financial statements are presented on pages 15 - 17 of this report.

Fiduciary Funds. Fiduciary funds are used to account for resources held for the benefit of parties outside the Council. The accounting used for fiduciary funds is much like that used for proprietary funds.

The fiduciary fund financial statements are presented on pages 18 - 19 of this report.

Notes to the Basic Financial Statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

The notes to the basic financial statements are presented on pages 20 - 41 of this report.

Government-Wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the Council, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$2,379,317 at the close of the current fiscal year.

KERN COUNCIL OF GOVERNMENTS NET POSITION

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Current and other assets	\$ 3,374,760	\$ 3,210,860	\$ 2,632,724	\$ 2,271,735	\$ 6,007,484	\$ 5,482,595
Capital assets, net	325,362	80,463	117,442	135,986	442,804	216,449
Total assets	3,700,122	3,291,323	2,750,166	2,407,721	6,450,288	5,699,044
Deferred outflows of resources	1,426,006	1,641,880	-	-	1,426,006	1,641,880
Current liabilities	5,971,196	5,387,000	234,370	127,728	6,205,566	5,514,728
Noncurrent liabilities	2,887,354	4,981,674	-	-	2,887,354	4,981,674
Total liabilities	8,858,550	10,368,674	234,370	127,728	9,092,920	10,496,402
Deferred inflows of resources	1,162,691	180,445	-	-	1,162,691	180,445
Net position (deficit)						
Net investment in capital assets	325,362	80,463	117,442	135,986	442,804	216,449
Unrestricted	(5,220,475)	(5,696,379)	2,398,354	2,144,007	(2,822,121)	(3,552,372)
Total net position (deficit)	\$ (4,895,113)	\$ (5,615,916)	\$ 2,515,796	\$ 2,279,993	\$ (2,379,317)	\$ (3,335,923)

A portion of the Council's net position, \$442,804, reflects its investment in capital assets. The Council uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

In the 2022 financial statements, the Council recorded transfers for the State Subvention Special Revenue Fund, the Kern Motorist Aid Authority Fund, Regional Early Action Planning Fund, and the Local Transportation Fund, and credited transfers within the Planning and Administration Fund.

**KERN COUNCIL OF GOVERNMENTS
CHANGES IN NET POSITION**

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Program revenues						
Charges for services	\$ -	\$ -	\$ 786,900	\$ 797,085	\$ 786,900	\$ 797,085
Operating grants and contributions	3,219,164	3,203,855	-	-	3,219,164	3,203,855
General revenues						
Investment income	23,539	19,277	23,902	27,241	47,441	46,518
Miscellaneous	666,404	164,010	-	-	666,404	164,010
Transfers - interfund	43,957	46,129	(43,957)	(46,129)	-	-
Transfers from Custodial Funds	1,301,490	1,012,740	-	-	1,301,490	1,012,740
Total revenues	5,254,554	4,446,011	766,845	778,197	6,021,399	5,224,208
Expenses						
Transportation planning	4,533,751	4,638,594	-	-	4,533,751	4,638,594
Public safety - call boxes	-	-	531,042	452,309	531,042	452,309
Total expenses	4,533,751	4,638,594	531,042	452,309	5,064,793	5,090,903
Changes in net position	720,803	(192,583)	235,803	325,888	956,606	133,305
Net position - July 1	(5,615,916)	(5,423,333)	2,279,993	1,954,105	(3,335,923)	(3,469,228)
Net position - June 30	<u>\$ (4,895,113)</u>	<u>\$ (5,615,916)</u>	<u>\$ 2,515,796</u>	<u>\$ 2,279,993</u>	<u>\$ (2,379,317)</u>	<u>\$ (3,335,923)</u>

Governmental Activities. Governmental activities increased the Council's net position by \$720,803. The key element of this decrease is the impact between revenues and expenses.

Business-Type Activities. Business-type activities increased the Council's net position by \$235,803. The key element of this increase is the impact between revenues and expenses.

Financial Analysis of Governmental Funds

As noted earlier, the Council uses fund accounting to ensure and demonstrate compliance with finance related legal requirements.

Governmental Funds. The focus of the Council's governmental funds is to provide information on near term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Council's financing requirements. In particular, unreserved fund balance may serve as a useful measure of the Council's net resources available for spending at the end of the fiscal year.

As of June 30, 2022, the Council's governmental funds reported combined ending fund balances (deficit) of \$(2,454,323).

The Planning and Administration Fund is the Council's chief operating fund. As of June 30, 2022, unassigned fund balance (deficit) of the Planning and Administration Fund was \$(2,124,405), while total fund balance (deficit) reached \$(2,001,756).

The fund balance of the Council's Planning and Administration Fund decreased by \$40,786 during the fiscal year ended June 30, 2022.

Proprietary Funds. The Council's enterprise fund provides the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the Kern Motorist Aid Authority Enterprise Fund at the end of the year amounted to \$2,398,354. The total increase in net position for the Kern Motorist Aid Authority Fund was \$235,803. Other factors concerning the finances of this fund have already been addressed in the discussion of the Council business-type activities.

Planning and Administration Fund Budgetary Highlights

The difference between the original budget and the final amended budget amounted to an increase in appropriations of \$28,346, which was related primarily to professional services.

Of the \$48,599 decrease in revenues, federal sources increased by \$472,412 offset by a decrease in state sources of \$307,716 and decrease in local sources by \$168,295. Actual expenditures were less than budgetary estimates due to the reduction in consultant contracts, therefore, revenues were also proportionally lower than budgetary estimates.

Capital Assets

The Council's investment in capital assets for its governmental and business-type activities as of June 30, 2022, amounted to \$442,804 (net of accumulated depreciation/amortization).

KERN COUNCIL OF GOVERNMENTS CAPITAL ASSETS

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Office furniture	\$ 25,398	\$ 25,398	\$ -	\$ -	\$ 25,398	\$ 25,398
Office equipment	78,143	73,623	-	-	78,143	73,623
Computer equipment	660,827	660,827	-	-	660,827	660,827
Software	60,404	60,404	-	-	60,404	60,404
Traffic counters	10,833	10,833	-	-	10,833	10,833
Right-to-use leased asset	430,531	-	-	-	430,531	-
Message boards	-	-	185,435	185,435	185,435	185,435
Less accumulated depreciation/amortization	(940,774)	(750,622)	(67,993)	(49,449)	(1,008,767)	(800,071)
Total capital assets, net	<u>\$ 325,362</u>	<u>\$ 80,463</u>	<u>\$ 117,442</u>	<u>\$ 135,986</u>	<u>\$ 442,804</u>	<u>\$ 216,449</u>

With the authorization of the Fixing America's Surface Transportation (FAST) Act, the Council continues to carry out various highway, transit, bike, and pedestrian programs and policies. With the increases realized in the California Department of Transportation's Senate Bill (SB) 1 funds, the Council will take the opportunity to advance the State's priorities of fixing roads and highways as well as transit and safety.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, and creditors with a general overview of the Council's finances and to show the Council's accountability for the money it receives. If you have any questions about this report or need additional financial information, contact Mr. Ahron Hakimi, Kern Council of Governments Executive Director, 1401 19th Street, Suite 300, Bakersfield, California 93301, and (661) 861-2191.

BASIC FINANCIAL STATEMENTS

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF NET POSITION
JUNE 30, 2022**

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and Cash Equivalents	\$ 1,784,267	\$ 2,632,724	\$ 4,416,991
Due from Other Governments	1,467,844	-	1,467,844
Prepays	122,649	-	122,649
Capital Assets (Net of Accumulated Depreciation/Amortization)	325,362	117,442	442,804
TOTAL ASSETS	3,700,122	2,750,166	6,450,288
DEFERRED OUTFLOWS OF RESOURCES			
OPEB	106,024	-	106,024
Pension	1,319,982	-	1,319,982
TOTAL DEFERRED OUTFLOWS OF RESOURCES	1,426,006	-	1,426,006
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	\$ 5,126,128	\$ 2,750,166	\$ 7,876,294
LIABILITIES			
Accounts Payable and Accrued Liabilities	\$ 429,081	\$ 72,999	\$ 502,080
Internal Balances	4,581,229	161,371	4,742,600
Salaries Payable	69,544	-	69,544
Unearned Revenue	749,229	-	749,229
Lease Liability, Current	142,113	-	142,113
Net Pension Liability	841,505	-	841,505
Net OPEB Liability	1,428,514	-	1,428,514
Lease Liability, Non-Current	146,517	-	146,517
Compensated Absences	470,818	-	470,818
TOTAL LIABILITIES	8,858,550	234,370	9,092,920
DEFERRED INFLOWS OF RESOURCES			
OPEB	290,679	-	290,679
Pension	872,012	-	872,012
TOTAL DEFERRED INFLOWS OF RESOURCES	1,162,691	-	1,162,691
NET POSITION (DEFICIT)			
Net Investment in Capital Assets	325,362	117,442	442,804
Unrestricted	(5,220,475)	2,398,354	(2,822,121)
TOTAL NET POSITION (DEFICIT)	(4,895,113)	2,515,796	(2,379,317)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND NET POSITION (DEFICIT)	\$ 5,126,128	\$ 2,750,166	\$ 7,876,294

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Functions/Programs	Expenses	Program Revenues		Net (Expense) Revenue and Changes in Net Position		Total
		Charges for Services	Operating Grants and Contributions	Governmental Activities	Business-Type Activities	
PRIMARY GOVERNMENT						
GOVERNMENTAL ACTIVITIES:						
Transportation Planning	\$ 4,533,751	\$ -	\$ 3,219,164	\$ (1,314,587)	\$ -	\$ (1,314,587)
BUSINESS-TYPE ACTIVITIES:						
Public Safety - Call Boxes	531,042	786,900	-	-	255,858	255,858
Total	<u>\$ 5,064,793</u>	<u>\$ 786,900</u>	<u>\$ 3,219,164</u>	(1,314,587)	255,858	(1,058,729)
GENERAL REVENUES:						
Investment Income				23,539	23,902	47,441
Miscellaneous				666,404	-	666,404
Transfers from Custodial Funds				1,301,490	-	1,301,490
Transfers - Interfund				43,957	(43,957)	-
Total General Revenues				<u>2,035,390</u>	<u>(20,055)</u>	<u>2,015,335</u>
Change in Net Position				720,803	235,803	956,606
Net Position - Beginning				<u>(5,615,916)</u>	<u>2,279,993</u>	<u>(3,335,923)</u>
Net Position - Ending				<u>\$ (4,895,113)</u>	<u>\$ 2,515,796</u>	<u>\$ (2,379,317)</u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2022**

	Planning and Administration	State Subvention	Regional Early Action Planning	California Transit Security Grant Program	Total Governmental Funds
ASSETS					
Cash and Cash Equivalents	\$ 850,734	\$ 171,417	\$ 762,019	\$ 97	\$ 1,784,267
Due from Other Governments	1,350,992	116,852	-	-	1,467,844
Due from Other Funds	915,142	-	-	-	915,142
Prepaid Expense	122,649	-	-	-	122,649
Total Assets	<u>\$ 3,239,517</u>	<u>\$ 288,269</u>	<u>\$ 762,019</u>	<u>\$ 97</u>	<u>\$ 4,289,902</u>
LIABILITIES AND FUND BALANCES (DEFICIT)					
Liabilities:					
Accounts Payable and Accrued Liabilities	\$ 429,081	\$ -	\$ -	\$ -	\$ 429,081
Due to Other Funds	4,742,648	299,591	454,132	-	5,496,371
Salaries Payable	69,544	-	-	-	69,544
Unearned Revenue	-	-	749,229	-	749,229
Total Liabilities	<u>5,241,273</u>	<u>299,591</u>	<u>1,203,361</u>	<u>-</u>	<u>6,744,225</u>
Fund Balances (Deficit):					
Nonspendable	122,649	-	-	-	122,649
Assigned	-	-	-	97	97
Unassigned	<u>(2,124,405)</u>	<u>(11,322)</u>	<u>(441,342)</u>	<u>-</u>	<u>(2,577,069)</u>
Total Fund Balances (Deficit)	<u>(2,001,756)</u>	<u>(11,322)</u>	<u>(441,342)</u>	<u>97</u>	<u>(2,454,323)</u>
Total Liabilities and Fund Balances (Deficit)	<u>\$ 3,239,517</u>	<u>\$ 288,269</u>	<u>\$ 762,019</u>	<u>\$ 97</u>	<u>\$ 4,289,902</u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL
FUNDS TO THE STATEMENT OF NET POSITION
JUNE 30, 2022**

Total Fund Balances (Deficit) - Total Governmental Funds **\$ (2,454,323)**

Amounts reported for Governmental Activities in the Statement of Net Position are different because:

Capital Assets: In Governmental Funds, only current assets are reported. In the Statement of Net Position, all assets are reported, including capital assets and accumulated depreciation/amortization.

Capital Assets at Historical Cost	\$ 1,266,136	
Accumulated Depreciation/Amortization	<u>(940,774)</u>	325,362

Deferred inflows of resources and deferred outflows of resources: Deferred outflows of resources are not current assets or financial resources and deferred inflows of resources are not due and payable in the current period and, therefore, are not reported in the Governmental Funds.

Deferred Outflows of Resources - Pension	1,319,982	
Deferred Outflows of Resources - OPEB	106,024	
Deferred Inflows of Resources - Pension	(872,012)	
Deferred Inflows of Resources - OPEB	<u>(290,679)</u>	263,315

Long-term liabilities are not due and payable in the current period and, therefore, they are not reported in the Governmental Funds Balance Sheet. Long-term liabilities at year-end consist of:

Net Pension Liability		(841,505)
Net OPEB Liability		(1,428,514)
Lease Liability		(288,630)
Compensated Absences		<u>(470,818)</u>

Net Position of Governmental Activities **\$ (4,895,113)**

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCES (DEFICIT)
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Planning and Administration	State Subvention	Regional Early Action Planning	California Transit Security Grant Program	Total Governmental Funds
REVENUES					
Federal	\$ 2,186,474	\$ -	\$ -	\$ -	\$ 2,186,474
State	416,262	299,591	316,837	-	1,032,690
Local	666,404	-	-	-	666,404
Interest	9,624	3,722	10,192	1	23,539
Total Revenues	3,278,764	303,313	327,029	1	3,909,107
EXPENDITURES					
Transportation Planning and Administration:					
Professional Services	1,636,197	-	376,312	-	2,012,509
Salaries and Wages	1,809,985	-	-	-	1,809,985
Employee Benefits	1,311,843	-	-	-	1,311,843
Rents and Leases	11,547	-	-	-	11,547
Transportation and Travel	33,740	-	-	-	33,740
Data Processing	63,815	-	-	-	63,815
Office	20,735	-	-	-	20,735
Insurance	27,552	-	-	-	27,552
Debt Service - Lease Principal	141,901	-	-	-	141,901
Debt Service - Lease Interest	659	-	-	-	659
Capital Outlay	435,051	-	-	-	435,051
Mileage Reimbursement	4,010	-	-	-	4,010
Memberships	17,835	-	-	-	17,835
Publications and Notices	35,663	-	-	-	35,663
Communications	16,987	-	-	-	16,987
Maintenance	19,361	-	-	-	19,361
Training and Development	75	-	-	-	75
Total Expenditures	5,586,956	-	376,312	-	5,963,268
Excess (Deficiency) of Revenues over (under) Expenditures	(2,308,192)	303,313	(49,283)	1	(2,054,161)
OTHER FINANCING SOURCES (USES)					
Lease Proceeds	430,531	-	-	-	430,531
Transfers In	1,836,875	-	-	-	1,836,875
Transfers Out	-	(299,591)	(191,837)	-	(491,428)
Total Other Financing Sources (Uses)	2,267,406	(299,591)	(191,837)	-	1,775,978
Net Change in Fund Balances (Deficit)	(40,786)	3,722	(241,120)	1	(278,183)
Fund Balances (Deficit) at Beginning of Year	(1,960,970)	(15,044)	(200,222)	96	(2,176,140)
Fund Balances (Deficit) at End of Year	\$ (2,001,756)	\$ (11,322)	\$ (441,342)	\$ 97	\$ (2,454,323)

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES (DEFICIT) OF GOVERNMENTAL
FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Net Change in Fund Balances (Deficit) - Total Governmental Funds	\$	(278,183)

Amounts reported for Governmental Activities in the Statement of Activities are different because:

Governmental Funds report capital outlays as expenditures. However, in the Government-Wide Statement of Activities, the costs of those assets are allocated over their estimated useful lives as depreciation/amortization expense. This is the amount of capital assets recorded in the current period.

435,051

Depreciation/amortization expense on capital assets is reported in the Government-Wide Statement of Activities, but it does not require the use of current financial resources. Therefore, depreciation/amortization expense is not reported as an expenditure in the Governmental Funds.

(190,152)

Lease proceeds provide current financial resources to Governmental Funds, but increase long-term liabilities in the Statement of Net Position. Governmental Funds report the effect of leases when first issued, whereas these amounts are deferred and amortized in the Statement of Activities. Principal is an expenditure in the Governmental Funds, but repayment reduces long-term liabilities in the Statement of Net Position.

Lease Proceeds		(430,531)
Debt Service - Lease Principal		141,901

Changes in other liabilities reported as expenses in the Statement of Activities not requiring the use of current financial resources in the Governmental Funds are as follows:

Certain pension expenses in the Statement of Activities are recognized on the accrual basis of accounting in accordance with GASB Statement No. 68.		1,134,525

OPEB		(28,832)
Compensated Absences		(62,976)

Change in Net Position of Governmental Activities	\$	<u>720,803</u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF NET POSITION
ENTERPRISE FUND
JUNE 30, 2022**

	<u>Kern Motorist Aid Authority</u>
ASSETS	
Current Assets:	
Cash and Cash Equivalents	\$ 2,632,724
Total Current Assets	<u>2,632,724</u>
Noncurrent Assets:	
Capital Assets (Net of Accumulated Depreciation/Amortization)	<u>117,442</u>
TOTAL ASSETS	<u><u>\$ 2,750,166</u></u>
LIABILITIES	
Accounts Payable	\$ 72,999
Due to Other Funds	<u>161,371</u>
Total Liabilities	<u>234,370</u>
NET POSITION	
Net Investment in Capital Assets	117,442
Unrestricted	<u>2,398,354</u>
Total Net Position	<u>2,515,796</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 2,750,166</u></u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF REVENUES, EXPENSES, AND
CHANGES IN NET POSITION
ENTERPRISE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Kern Motorist Aid Authority
OPERATING REVENUES	
Registration Fees	<u>\$ 786,900</u>
Total Operating Revenues	<u>786,900</u>
OPERATING EXPENSES	
Professional and Special Services	453,887
Insurance	5,197
Communications Charges	113
Publication and Notices	53,301
Depreciation/Amortization	<u>18,544</u>
Total Operating Expenses	<u>531,042</u>
Operating Income	<u>255,858</u>
NONOPERATING REVENUES (EXPENSES)	
Interest	<u>23,902</u>
Total Nonoperating Revenues (Expenses)	<u>23,902</u>
Income Before Transfers	<u>279,760</u>
TRANSFERS	
Transfers Out	<u>(43,957)</u>
Change in Net Position	235,803
Net Position, Beginning	<u>2,279,993</u>
Net Position, Ending	<u><u>\$ 2,515,796</u></u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF CASH FLOWS
ENTERPRISE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Kern Motorist Aid Authority
CASH FLOWS FROM OPERATING ACTIVITIES	
Cash Receipts from Customers	\$ 786,900
Cash Payments to Suppliers of Goods or Services	<u>(405,856)</u>
Net Cash Provided by Operating Activities	<u>381,044</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Operating Transfers to Other Funds	<u>(43,957)</u>
Net Cash Used by Non-Capital Financing Activities	<u>(43,957)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest Received	<u>23,902</u>
Net Cash Provided by Investing Activities	<u>23,902</u>
Net Increase in Cash and Cash Equivalents	360,989
Cash and Cash Equivalents, Beginning of Year	<u>2,271,735</u>
Cash and Cash Equivalents, End of Year	<u><u>\$ 2,632,724</u></u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:	
Operating Income	\$ 255,858
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:	
Depreciation/Amortization	18,544
Changes in Assets and Liabilities:	
Increase in Accounts Payable	62,685
Increase in Due to Other Funds	<u>43,957</u>
Net Cash Provided by Operating Activities	<u><u>\$ 381,044</u></u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
JUNE 30, 2022**

	<u>Custodial Funds</u>
ASSETS	
Cash and Cash Equivalents	\$ 162,984,792
Due from Other Governments, Net	2,727,835
Due from Other Funds	<u>4,742,600</u>
TOTAL ASSETS	<u><u>\$ 170,455,227</u></u>
LIABILITIES AND NET POSITION	
LIABILITIES	
Unearned Revenue	<u>\$ 2,516</u>
TOTAL LIABILITIES	<u>2,516</u>
NET POSITION	
Unassigned	<u>170,452,711</u>
TOTAL LIABILITIES AND NET POSITION	<u><u>\$ 170,455,227</u></u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	<u>Custodial Funds</u>
ADDITIONS	
Sales Tax	\$ 61,569,331
Interest	<u>1,402,627</u>
 TOTAL ADDITIONS	 <u>62,971,958</u>
 DEDUCTIONS	
Claims Disbursements	<u>26,049,243</u>
 Excess of Additions over Deductions	 36,922,715
 OTHER FINANCING USES	
Transfers Out	<u>(1,301,490)</u>
 Change in Net Position	 35,621,225
 Net Position at Beginning of Year	 <u>134,831,486</u>
 Net Position at End of Year	 <u><u>\$ 170,452,711</u></u>

The accompanying notes are an integral part of these financial statements.

**KERN COUNCIL OF GOVERNMENTS
NOTES TO THE BASIC FINANCIAL STATEMENTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

Organization

The Kern Council of Governments (Council), the regional transportation planning agency for the County of Kern (County), was created pursuant to Title 3 of Government Code Section 29535. The Council is a joint powers authority governed by an elected chairman and a 12-member Board of Directors (the Board). The Council is responsible for transportation planning activities as well as administration of the Local Transportation Fund (LTF) and the State Transit Assistance Fund (STA). The LTF was created under the Transportation Development Act (TDA) to collect $\frac{1}{4}$ cent of the State's 7 $\frac{1}{4}$ percent retail sales tax collected statewide. The $\frac{1}{4}$ cent is returned by the State Board of Equalization to each county based on the amount of the tax collected in the county. The STA is a second source of TDA funding for transportation planning and mass transportation purposes as specified by California legislation. TDA funds are apportioned, allocated, and paid in accordance with the Council's allocation instructions.

Blended Component Unit

The Council follows the provisions of Governmental Accounting Standards Board (GASB) Statement No. 14, *The Financial Reporting Entity*, as amended by GASB Statement No. 39, *Determining Whether Certain Organizations are Component Units—an Amendment of GASB Statement No. 14*. This statement sets forth accountability of a government's elected officials to their constituents as the basic criteria for inclusion of an organization in a governmental reporting entity. The governmental reporting entity consists of the Council (primary government) and organizations for which the Council is financially accountable. Financial accountability is defined as the appointment of a voting majority of the component unit's board, and (i) either the Council's ability to impose its will on the organization or (ii) the potential for the organization to provide a financial benefit to, or impose a financial burden on, the Council. GASB Statement No. 39 sets forth criteria to be used in determining how individual governmental unit data should be presented by the component units of a reporting entity.

The basic financial statements include legally separate component units, which are so financially intertwined with the Council that they are, in substance, part of the Council. The component unit discussed below is included in the Council's reporting entity because of the significance of its operational or financial relationships with the Council.

The Kern Motorist Aid Authority (KMAA) was established in 1988 by the Council's Board. The Council's Board serves as the KMAA Board of Directors. The KMAA was established to administer funds collected by the State of California Department of Motor Vehicles (DMV). The DMV collects a registration fee from the County motorists in addition to the fees required by the State. The Council then uses these funds to purchase and maintain call boxes located on Kern County roadways. The KMAA does not issue separate financial statements.

B. New Accounting Pronouncements

The following GASB Statements have been implemented in the current financial statements:

GASB Statement No. 87 – Leases. The requirements of this statement are effective for fiscal years beginning after June 15, 2021, and all reporting periods thereafter. The Council has implemented this statement and these financial statements include the impact, where applicable.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

B. New Accounting Pronouncements (Continued)

GASB Statement No. 89 – *Accounting for Interest Cost Incurred Before the End of a Construction Period*. There was no effect on the Council's accounting and financial reporting as a result of implementing this standard.

GASB Statement No. 91 – *Conduit Debt Obligations*. There was no effect on the Council's accounting and financial reporting as a result of implementing this standard.

GASB Statement No. 92 – *Omnibus 2020*. There was no effect on the Council's accounting and financial reporting as a result of implementing this standard.

GASB Statement No. 93 – *Replacement of Interbank Offered Rates*. There was no effect on the Council's accounting and financial reporting as a result of implementing this standard.

GASB Statement No. 97 – *Certain Component Units Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans – an Amendment to GASB Statements No. 14 and 84 and a Supersession of GASB Statement No. 32*. There was no effect on the Council's accounting and financial reporting as a result of implementing this standard.

C. Future Accounting Pronouncements

The GASB Statements listed below will be implemented in future financial statements.

GASB Statement No. 94 – *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The requirements of this statement are effective for reporting periods beginning after June 15, 2022. The Council has not fully judged the impact of implementation of GASB Statement No. 94 on the financial statements.

GASB Statement No. 96 – *Subscription-Based Information Technology Arrangements*. The requirements of this statement are effective for reporting periods beginning after June 15, 2022. The Council has not fully judged the impact of implementation of GASB Statement No. 96 on the financial statements.

GASB Statement No. 99 – *Omnibus 2022*. The requirements of this statement are effective as follows:

- The requirements related to extension of the use of the London Interbank Offered Rate (LIBOR), accounting for Supplemental Nutrition Assistance Program (SNAP) distributions, disclosures of nonmonetary transactions, pledges of future revenues by pledging governments, clarification of certain provisions in GASB Statement No. 34, as amended, and terminology updates related to GASB Statement No. 53 and GASB Statement No. 63 are effective upon issuance.
- The requirements related to leases, public-private and public-public partnerships (PPPs), and subscription-based information technology arrangements (SBITAs) are effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.
- The requirements related to financial guarantees and the classification and reporting of derivative instruments within the scope of GASB Statement No. 53 are effective for fiscal years beginning after June 15, 2023, and all reporting periods thereafter.

Earlier application is encouraged and is permitted by topic. The Council has not fully judged the impact of implementation of GASB Statement No. 99 on the financial statements.

GASB Statement No. 100 – *Accounting Changes and Error Corrections—an Amendment of GASB Statement No. 62*. For fiscal years beginning after June 15, 2023, and all reporting periods thereafter. Earlier application is encouraged. The Council has not fully judged the impact of implementation of GASB Statement No. 100 on the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Future Accounting Pronouncements (Continued)

GASB Statement No. 101 – *Compensated Absences*. The requirements of this statement are effective for fiscal years beginning after December 15, 2023, and all reporting periods thereafter. Earlier application is encouraged. The Council has not fully judged the impact of implementation of GASB Statement No. 101 on the financial statements.

D. Government-Wide and Fund Financial Statements

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all of the nonfiduciary activities of the primary government and its component unit. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which normally are supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely, to a significant extent, on fees and charges for support.

The Statement of Activities demonstrates the degree to which direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and a major enterprise fund are reported as separate columns in the fund financial statements.

E. Measurement Focus, Basis of Accounting, and Financial Statement Approach

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered *available* when they are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, and claims and judgments are recorded only when payment is due.

The Council reports the following major governmental funds:

The *Planning and Administration Fund* is the Council's primary operating fund. It accounts for all financial resources of the Council, except those required to be accounted for in another fund.

The *State Subvention Fund* accounts for the State Subvention Grant.

The *Regional Early Action Planning Fund* accounts for planning activities related to the regional housing need assessment.

The *California Transit Security Grant Program* accounts for the transit grants.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Measurement Focus, Basis of Accounting, and Financial Statement Approach

The Council reports the following major proprietary fund:

The *Kern Motorist Aid Authority Fund* accounts for operations associated with installation and maintenance of call boxes in the County that are financed and operated in a manner similar to a private business enterprise where the costs (expenses, including depreciation) of services to the general public on a continuing basis is financed through user charges paid through fees assessed by the DMV.

Additionally, the Council reports the following fiduciary fund type:

The *Custodial Funds* account for the following:

- ¼ cent sales tax revenues collected by the State in the County and administered by the Council under the TDA. The Council's Custodial Funds are the Local Transportation Fund and State Transit Assistance Fund. These funds are allocated to eligible claimants for transit, street and road, and pedestrian/bicycle facilities, as well as regional transportation planning and TDA administration.
- The Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA). These funds are allocated to eligible claimants for PTMISEA related expenditures.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided and 2) operating grants and contributions. Other resources, such as investment earnings and miscellaneous revenues, are reported as *general revenues* rather than as program revenues.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Council enterprise fund are registration fees. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Council's policy to use restricted resources first, then unrestricted resources as they are needed.

The preparation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of certain assets and liabilities and disclosures of contingent assets and liabilities at the date of the basic financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. As such, actual results could differ from those estimates.

F. Assets, Liabilities, and Net Position or Fund Balance

1. Cash and Cash Equivalents

For the purposes of the Statement of Cash Flows, cash and cash equivalents have been defined as cash and pooled cash and investments invested by the County.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Assets, Liabilities, and Net Position or Fund Balance (Continued)

2. Interfund Transactions

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered and transfers of resources between funds. These receivables and payables are classified as “due from other funds” or “due to other funds” on the Balance Sheet/Statement of Net Position.

3. Capital Assets

Capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are valued at their estimated fair value on the date of donation. The extent to which capital asset values are estimated is insignificant. Depreciation and accumulated depreciation for governmental activities are accounted for in the Statement of Activities and Statement of Net Position, while depreciation/amortization and accumulated depreciation/amortization for business-type activities are also recorded in the Enterprise Fund Financial Statements.

The Council capitalizes all equipment over \$3,500 in value having a useful life over one year. Office furniture and equipment, including computer equipment, are depreciated/amortized utilizing the straight-line method over a useful life of three years. Call boxes are depreciated/amortized utilizing the straight-line method over a useful life of ten years.

4. Leases

The Council is a lessee for a noncancellable building lease. The Council recognizes a lease liability and an intangible right-to-use leased asset (leased asset) in the government-wide financial statements. The Council recognizes lease liabilities with an initial, individual value of \$3,500 or more.

At the commencement of a lease, the Council initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the leased asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the Council determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments.

- The Council uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the Council generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease. Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the Council is reasonably certain to exercise.

The Council monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the leased asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability. Leased assets are reported with other capital assets and lease liabilities are reported with long-term debt on the Statement of Net Position.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

F. Assets, Liabilities, and Net Position or Fund Balance (Continued)

5. Compensated Absences

Vested or accumulated vacation leave that is due and payable at fiscal year-end is reported as an expenditure and a fund liability of the governmental fund that will pay it. No liability is recorded for nonvesting accumulating rights to receive sick pay benefits. However, a liability is recognized for that portion of accumulating sick leave benefits that is estimated will be taken as “terminal leave” prior to retirement. Changes in compensated absences during the current year are as follows:

<u>July 1, 2021</u>	<u>Additions</u>	<u>Reductions</u>	<u>June 30, 2022</u>
\$ 407,842	\$ 123,602	\$ (60,626)	\$ 470,818

6. Fund Balance/Net Position

In the fund financial statements, governmental funds report fund balance as nonspendable, restricted, committed, assigned, or unassigned based primarily on the extent to which the Council is bound to honor constraints on how specific amounts can be spent.

- *Nonspendable fund balance* – amounts that cannot be spent because they are either (a) not spendable in form or (b) legally or contractually required to be maintained intact.
- *Restricted fund balance* – amounts with constraints placed on their use that are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.
- *Committed fund balance* – amounts that can only be used for specific purposes determined by formal action of the Council’s highest level of decision-making authority and that remain binding unless removed in the same manner. Committed fund balance does not lapse at year-end. The formal action must occur prior to the end of the reporting period. However, the amount which will be subject to the constraint may be determined in the subsequent period. The formal action required to commit fund balance shall be Board resolution.
- *Assigned fund balance* – amounts that are constrained by the Council’s *intent* to be used for specific purposes. The intent can be established at either the highest level of decision-making authority, or by a body or an official designated for that purpose.
- *Unassigned fund balance* – the residual classification that includes amounts not contained in the other classifications. The unassigned classification is used only if expenditures incurred for specific purposes exceed the amounts restricted, committed, or assigned to those purposes.

When both restricted and unrestricted resources are available for use, it is the Council’s policy to use restricted resources first, followed by the unrestricted committed, assigned, and unassigned resources as they are needed.

The Enterprise Fund Financial Statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted, and unrestricted.

- *Net Investment in Capital Assets* – This category groups all capital assets into one component of net position. Accumulated depreciation/amortization reduces the balance in this category.
- *Restricted Net Position* – This category presents net position with external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.
- *Unrestricted Net Position* – This category represents net position of the Council, not restricted for any project or other purpose.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**F. Assets, Liabilities, and Net Position or Fund Balance** (Continued)7. Pensions

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the California Public Employees Retirement System (CalPERS) Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

NOTE 2 – EXCESS OF EXPENDITURES OVER APPROPRIATIONS

As of June 30, 2022, expenditures exceeded final appropriations in individual funds as follows:

<u>Fund</u>	<u>Expenditures</u>
Planning and Administration Fund	
Employee Benefits	\$ 103,339
Insurance	9,552
Debt Service - Lease Principal	141,901
Debt Service - Lease Interest	659
Capital Outlay	418,051
Maintenance	5,361
Early Regional Action Planning Fund	
Professional Services	376,312

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America (GAAP) except for reimbursements of expenditures received from other funds, which are reported as reductions to expenditures on a GAAP basis but as transfers in on a budgetary basis. Annual appropriated budgets are adopted for the Planning and Administration Fund and the Kern Motorist Aid Authority Fund. The State Subvention Fund, Regional Early Action Planning Fund, and California Transit Security Grant Program are not budgeted for. All annual appropriations lapse at the fiscal year-end. Any amendments to the budget must be approved by the Board. The legal level of budgetary control is at the major object level. The major object levels include personnel, subcontractor, services and supplies, and capital outlay.

NOTE 3 – CASH AND CASH EQUIVALENTS

Cash and cash equivalents as of June 30, 2022, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Primary Government:

Cash in County Treasury	\$ 4,416,991

Fiduciary Funds:

Cash in County Treasury	162,984,792

Total Cash and Cash Equivalents	<u>\$ 167,401,783</u>

NOTE 3 – CASH AND CASH EQUIVALENTS (Continued)

Cash and cash equivalents as of June 30, 2022, consist of the following:

County Investment Pool	<u>\$ 167,401,783</u>
Total Cash and Cash Equivalents	<u><u>\$ 167,401,783</u></u>

Investments Authorized by the California Government Code and the Council's Investment Policy

The table below identifies the **investment types** that are authorized for the Council by the California Government Code (or the Council's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Council's investment policy, where more restrictive) that address **interest rate risk**, **credit risk**, and **concentration of credit risk**.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds	5 years	N/A	N/A
U.S. Treasury Obligations	5 years	N/A	N/A
State of California Obligations	5 years	N/A	N/A
CA Local Agency Obligations	5 years	N/A	N/A
U.S. Agencies	5 years	N/A	N/A
Bankers Acceptances	180 days	40%	N/A
Commercial Paper	270 days	25%	N/A
Negotiable Certificates of Deposit	5 years	30%	N/A
Medium Term Notes	5 years	30%	N/A
Mutual Funds	N/A	20%	N/A
Money Market Mutual Funds	N/A	20%	N/A
Collateralized Bank Deposit	5 years	N/A	N/A
Time Deposit	5 years	N/A	N/A
County Pooled Investment Funds	N/A	N/A	N/A
Local Agency Investment Fund (LAIF)	N/A	N/A	N/A

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. None of the Council's cash and cash equivalents, as shown below, are affected by changes in interest rates.

Investment Type	Amount	Remaining Maturity			
		12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
County Investment Pool	\$ 167,401,783	\$ 167,401,783	\$ -	\$ -	\$ -
Totals	<u>\$ 167,401,783</u>	<u>\$ 167,401,783</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

None of the Council's investments are highly sensitive to interest rate fluctuations.

NOTE 3 – CASH AND CASH EQUIVALENTS (Continued)**Disclosures Relating to Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the Council's investment policy, or debt agreements, and the actual rating as of year-end for each investment type:

Investment Type	Amount	Minimum Legal Rating	Exempt from Disclosure	Rating as of Year-End	
				AAA	Unrated
County Investment Pool	\$ 167,401,783	N/A	\$ 167,401,783	\$ -	\$ 167,401,783
Total	<u>\$ 167,401,783</u>	<u>N/A</u>	<u>\$ 167,401,783</u>	<u>\$ -</u>	<u>\$ 167,401,783</u>

NOTE 4 – DUE FROM OTHER GOVERNMENTAL ENTITIES AND ACCOUNTS RECEIVABLE

Individual receivables from other governmental entities for services rendered at June 30, 2022, consist of the following:

Governmental Funds:

Federal

Formula Allocation PL (Planning)	\$ 356,888
Discretionally Grant - CMAQ	85,926
Discretionally Grant - RSTP	54,697
Discretionally Grant - SRTS	12,903
Discretionally Grant - SP&R	62,285
Discretionally Grant - SHA	1,636
Urban Technical Studies (FTA 5303 and 5304)	98,410
Senate Bill 1	39,521
HCD and HSIP	311,693
Other	307,795

State

Caltrans SHA	44,113
State Transportation Improvement Program	<u>91,977</u>

Total	<u>\$ 1,467,844</u>

NOTE 5 – INTERFUND TRANSACTIONS

Interfund transactions are reported as loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables or payables, as appropriate, and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements occur when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers among governmental funds are netted as part of the reconciliation to the government-wide financial statements.

NOTE 5 – INTERFUND TRANSACTIONS (Continued)Interfund Receivables/Payables (Due From/Due To)

As of June 30, 2022, interfund receivables and payables were as follows:

<u>Funds</u>	<u>Interfund Receivables</u>	<u>Interfund Payables</u>
Governmental Funds:		
Planning and Administration Fund	\$ 915,142	\$ 4,742,648
State Subvention Fund	-	299,591
Regional Early Action Planning Fund	-	454,132
Enterprise Funds:		
Kern Motorist Aid Authority Fund	-	161,371
Custodial Funds:		
Local Transportation Fund	4,742,600	-
Total	<u>\$ 5,657,742</u>	<u>\$ 5,657,742</u>

Interfund Transfers

Interfund transfers consist of operating transfers from funds receiving revenue to funds through which the resources are to be expended. Interfund transfers for the June 30, 2022 fiscal year were as follows:

<u>Funds</u>	<u>Transfers In</u>	<u>Transfers Out</u>
Governmental Funds:		
Planning and Administration Fund	\$ 1,836,875	\$ -
State Subvention Fund	-	299,591
Regional Early Action Planning Fund	-	191,837
Enterprise Funds:		
Kern Motorist Aid Authority Fund	-	43,957
Custodial Funds:		
Local Transportation Fund	-	1,301,490
Total	<u>\$ 1,836,875</u>	<u>\$ 1,836,875</u>

Transfer of \$299,591 from the State Subvention Fund to the Planning and Administration Fund for planning and administration expenditures related to the State Subvention grant.

Transfer of \$191,837 from the Regional Early Action Planning Fund to the Planning and Administration Fund for planning and administration expenditures.

Transfer of \$43,957 from the Kern Motorist Aid Authority Fund to the Planning and Administration Fund for planning and administration expenditures.

Transfer of \$1,301,442 from the Local Transportation Fund to the Planning and Administration Fund for the local matching requirement of federal funds to cover planning and administration expenditures.

NOTE 6 – CAPITAL ASSETS

The following is a summary of changes in capital assets for the fiscal year ended June 30, 2022:

	Balance June 30, 2021	Additions	Deductions	Balance June 30, 2022
Governmental Activities				
Capital Assets, Being Depreciated/Amortized				
Office Furniture	\$ 25,398	\$ -	\$ -	\$ 25,398
Office Equipment	73,623	4,520	-	78,143
Computer Equipment	660,827	-	-	660,827
Software	60,404	-	-	60,404
Traffic Counters	10,833	-	-	10,833
Right-to-Use Leased Asset	-	430,531	-	430,531
Total Capital Assets, Being Depreciated/Amortized	831,085	435,051	-	1,266,136
Less Accumulated Depreciation/Amortization	(750,622)	(190,152)	-	(940,774)
Capital Assets, Being Depreciated/Amortized, Net	\$ 80,463	\$ 244,899	\$ -	\$ 325,362
Business-Type Activities				
Capital Assets, Being Depreciated/Amortized				
Message Boards	\$ 185,435	\$ -	\$ -	\$ 185,435
Total Capital Assets, Being Depreciated/Amortized	185,435	-	-	185,435
Less Accumulated Depreciation/Amortization	(49,449)	(18,544)	-	(67,993)
Capital Assets, Being Depreciated/Amortized, Net	\$ 135,986	\$ (18,544)	\$ -	\$ 117,442

Depreciation/amortization expense charged to governmental activities transportation planning and administration function was \$190,152 and for business-type activities public safety – message boards was \$18,544 for the fiscal year ended June 30, 2022.

NOTE 7 – PROPOSITION 1B PTMISEA

In November 2006, California voters passed a bond measure enacting the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006. Of the \$19.925 billion of State general obligation bonds authorized, \$4 billion was set aside by the State as instructed by statute as the PTMISEA. These funds are available to the California Department of Transportation for intercity rail projects and to transit operators in California for rehabilitation, safety, or modernization improvements; capital service enhancements or expansions; new capital projects; bus rapid transit improvements; or for rolling stock procurement, rehabilitation, or replacements.

NOTE 7 – PROPOSITION 1B PTMISEA (Continued)

During the fiscal year ended June 30, 2022, the Council received \$0 in funds and received \$25 in interest on funds. The Council expended \$0 in PTMISEA related expenses for the TDA during the current year. PTMISEA funds are as follows:

Schedule of PTMISEA Proposition 1B Funds For the Fiscal Year Ended June 30, 2022	
Description	PTMISEA
Balance - Beginning of Year	\$ 2,491
Receipts:	
Interest Accrued July 1, 2021 Through June 30, 2022	25
Expenses:	
Related Expenses/Disbursements	-
Balance - End of Year	<u>\$ 2,516</u>

NOTE 8 – UNEARNED REVENUE

Under Section 50515.02, Subdivision (a), of the Health and Safety Code, the State of California Department of Housing and Community Development (HCD) has made available \$125 million in local governmental planning support grants to regional entities and working groups as outlined by the statute. On June 26, 2020, the San Joaquin Valley Regional Early Action Planning Committee for Housing (the Committee), which the Council is a member of, approved submission of an application for a grant funding to HCD by Fresno Council of Governments (FCOG) as the fiscal agent on behalf of the Committee. On August 20, 2020, HCD approved the application and an allocation of \$10,218,831. On August 20, 2020, FCOG and HCD executed grant funding agreement number 19-REAP-14029. The Council was allocated and received \$1,001,371 as an advance payment of this funding to provide planning activities. During the fiscal year ended June 30, 2022, the Council expended \$0 of the funding. The remaining \$749,229 has been recorded as unearned revenue as of June 30, 2022.

NOTE 9 – PENSION PLANPlan Description

The Council contributes to the California Public Employees Retirement System (CalPERS), a cost-sharing multiple-employer public employee defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and CalPERS resolution. A separate report for the Council's plan within CalPERS is not available; however, a copy of CalPERS' annual financial report may be obtained from its Executive Office – 400 P Street, Sacramento, California 95814.

NOTE 9 – PENSION PLAN (Continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost-of-living adjustments (COLAs), and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The COLAs for each plan are applied as specified by the California Public Employees' Retirement Law (PERL).

Contribution Description

Section 20814(c) of the PERL requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through the CalPERS' annual actuarial valuation process. For public agency cost-sharing plans covered by either the Miscellaneous or Safety risk pools, the plan's actuarially determined rate is based on the estimated amount necessary to pay the plan's allocated share of the risk pool's costs of benefits earned by employees during the year, and any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contributions rates may change if plan contracts are amended. It is the responsibility of the employer to make necessary accounting adjustments to reflect the impact due to any Employer Paid Member Contributions or situations where members are paying a portion of the employer contribution.

General Information about the Pension Plan

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

For the measurement period ending June 30, 2021 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2020 total pension liability. Both the June 30, 2020 total pension liability and the June 30, 2021 total pension liability were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions	
Discount Rate	7.15%
Inflation	2.50%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.00% for June 30, 2021 and 7.25% for June 30, 2020, Net of Pension Plan Investment and Administrative Expenses; includes Inflation
Mortality Rate Table ¹	Derived using CalPERS Membership Data for all Funds
Post Retirement Benefit Increase	Contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter

¹ The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvement using Society of Actuaries 90 percent of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found at the CalPERS website.

NOTE 9 – PENSION PLAN (Continued)

General Information about the Pension Plan (Continued)

Discount Rate

The discount rate used to measure the total pension liability was 7.15 percent. To determine whether the municipal bond rate should be used in the calculation of a discount rate for each plan, CalPERS stress tested plans that would most likely result in a discount rate that would be different from the actuarially assumed discount rate. Based on the testing, none of the tested plans run out of assets. Therefore, the current 7.15 percent discount rate is adequate and the use of the municipal bond rate calculation is not necessary. The long-term expected discount rate of 7.15 percent is applied to all plans in the Public Employees Retirement Fund (PERF). The stress test results are presented in a detailed report called “GASB Crossover Testing Report” that can be obtained at CalPERS’ website under the GASB Statement No. 68 section.

According to Paragraph 30 of GASB Statement No. 68, the long-term discount rate should be determined without reduction for pension plan administrative expenses. The 7.00 percent investment return assumption used in this accounting valuation is excluding administrative expenses. Using this lower discount rate has resulted in a slightly higher total pension liability and net pension liability. This difference was deemed immaterial to the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS staff took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Such cash flows were developed assuming that both members and employers will make their required contributions on time and as scheduled in all future years. Using historical returns of all the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and rounded down to the nearest one quarter of one percent.

The table below reflects long-term expected real rate of return by asset class. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These geometric rates of return are net of administrative expenses.

Asset Class¹	New Strategic Allocation	Real Return Years 1-10^{2,4}	Real Return Years 11+^{3,4}
Public Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%

¹ In the Basic Financial Statements, Liquidity is included in Short-Term Investments;

² An expected inflation of 2.00% used for this period.

³ An expected inflation of 2.92% used for this period.

⁴ Figures are based on the previous CalPERS Asset Liability Management (ALM) of 2017.

NOTE 9 – PENSION PLAN (Continued)

General Information about the Pension Plan (Continued)

Pension Plan Fiduciary Net Position

The plan fiduciary net position disclosed in the GASB Statement No. 68 accounting valuation report may differ from the plan assets reported in the funding actuarial valuation report due to several reasons. First, for the accounting valuations, CalPERS must keep items such as deficiency reserves, fiduciary self-insurance, and other postemployment benefits (OPEB) expense included in fiduciary net position. These amounts are excluded for rate setting purposes in the funding actuarial valuation. In addition, differences may result from early financial reporting closing and final reconciled reserves.

Allocation of Net Pension Liability and Pension Expense to Individual Plans

A key aspect of GASB Statement No. 68 pertaining to cost-sharing employers is the establishment of an approach to allocate the net pension liability and pension expense to the individual employers within the risk pool. Paragraph 49 of GASB Statement No. 68 indicates that for pools where contribution rates within the pool are based on separate relationships, the proportional allocation should reflect those relationships. The allocation method utilized by CalPERS determines the employer's share by reflecting these relationships through the plans they sponsor within the risk pool. Plan liability and asset-related information are used where available, and proportional allocations of individual plan amounts as of the valuation date are used where not available.

- (1) In determining a cost-sharing plan's proportionate share, total amounts of liabilities and assets are first calculated for the Miscellaneous Risk Pool (risk pool) as a whole on the valuation date (June 30, 2020). The risk pool's fiduciary net position (FNP) subtracted from its total pension liability (TPL) determines the net pension liability (NPL) at the valuation date.

Using standard actuarial roll forward methods, the risk pool TPL is then computed at the measurement date (June 30, 2021). Risk pool FNP at the measurement date is then subtracted from this number to compute the NPL for the risk pool at the measurement date.

- (2) For purposes of FNP in this step (2) and any later reference thereto, the risk pool's FNP at the measurement date denotes the aggregate risk pool's FNP at June 30, 2021, less the sum of all additional side fund (or unfunded liability) contributions made by all employers during the measurement period (2020-21).
- (3) The individual plan's TPL, FNP, and NPL are also calculated at the valuation date.
- (4) Two ratios are created by dividing the plan's individual TPL and FNP as of the valuation date from (3) by the amounts in step (1), the risk pool's total TPL and FNP, respectively.
- (5) The plan's TPL as of the measurement date is equal to the risk pool TPL generated in (2) multiplied by the TPL ratio generated in (4).

The plan's FNP as of the measurement date is equal to the FNP generated in (2) multiplied by the FNP ratio generated in (4) plus any additional side fund (or unfunded liability) contributions made by the employer on behalf of the plan during the measurement period.

- (6) The plan's NPL at the measurement date is the difference between the TPL and FNP calculated in (5).

Please refer to the CalPERS Public Agency Cost-Sharing Allocation Methodology Report that can be obtained at CalPERS' website under the GASB Statement No. 68 section, and see Appendix D of the CalPERS report for the calculation of the plan's proportionate share of TPL and FNP.

The plan's proportion of aggregate employer contributions is equal to the plan's proportion of FNP calculated in (4).

NOTE 9 – PENSION PLAN (Continued)General Information about the Pension Plan (Continued)**Allocation of Net Pension Liability and Pension Expense to Individual Plans** (Continued)

The plan's proportionate share of risk pool pension expense is developed as the sum of the related proportionate shares of the components of the aggregate pension expense.

The following table shows the plan's proportionate share of the risk pool collective net pension liability over the measurement period:

	Plan Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Plan Net Pension Liability/(Asset) (c) = (a) - (b)
Balance at June 30, 2020 (Measurement Date)	\$ 13,454,323	\$ 10,603,343	\$ 2,850,980
Balance at June 30, 2021 (Measurement Date)	15,135,159	14,293,654	841,505
Net Changes During 2020-21	<u>\$ 1,680,836</u>	<u>\$ 3,690,311</u>	<u>\$ (2,009,475)</u>

Recognition of Gains and Losses

Under GASB Statement No. 68, gains and losses related to changes in TPL and FNP are recognized in pension expense systematically over time.

The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense.

The amortization period differs depending on the source of the gain or loss:

Difference between projected and actual earnings	5 year straight-line amortization.
All other amounts	Straight-line amortization over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

The expected average remaining service lifetime (EARSL) is calculated by dividing the total future service years by the total number of participants (active, inactive, and retired) in PERF C.

Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources

Note that no adjustments have been made for contributions subsequent to the measurement date. Adequate treatment of any contributions made after the measurement date is the responsibility of the employer.

NOTE 9 – PENSION PLAN (Continued)General Information about the Pension Plan (Continued)***Pension Expense and Deferred Outflows of Resources and Deferred Inflows of Resources***
(Continued)

As of June 30, 2022, the Council reports other amounts for the plan as deferred outflows and deferred inflows of resources related to pensions as follows:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Differences Between Expected and Actual Experience	\$ 94,366	\$ -
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	734,589
Adjustments due to Differences in Proportions	-	137,423
Change in Difference Between the Employer's Contributions and the Employer's Proportionate Share of Contributions	438,967	-
Deferred Outflows due to Employer Contributions Made After the Measurement Date	<u>786,649</u>	<u>-</u>
Total	<u><u>\$ 1,319,982</u></u>	<u><u>\$ 872,012</u></u>

The \$786,649 reported as deferred outflows of resources related to pensions results from pension contributions made subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2023.

Amounts reported as deferred outflows and deferred inflows of resources related to pensions, other than the employer-specific item, will be recognized in future pension expense as follows:

<u>Fiscal Year Ended June 30</u>	
2023	\$ 18,404
2024	(37,057)
2025	(117,024)
2026	<u>(203,002)</u>
Total	<u><u>\$ (338,679)</u></u>

NOTE 9 – PENSION PLAN (Continued)General Information about the Pension Plan (Continued)***Sensitivity of the Net Pension Liability to Changes in the Discount Rate***

The following presents the net pension liability of the plan as of the measurement date, calculated using the discount rate of 7.15 percent, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15 percent) or 1 percentage-point higher (8.15 percent) than the current rate:

	Discount Rate - 1% (6.15%)	Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Plan's Net Pension Liability	\$ 2,839,813	\$ 841,505	\$ (810,469)

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

In addition to providing pension benefits, the Council provides certain healthcare benefits for its retired employees. Substantially all of the Council's employees may become eligible for those benefits if they reach normal retirement age while working for the Council.

Plan Description

Following is a description of the current retiree benefit plan:

All Employees

Benefit Types Provided	Medical only
Duration of Benefits	Lifetime
Required Service	5 years
Minimum Age	50
Dependent Coverage	Yes
Council Contribution %	100%
Council Cap	\$500 per month

Employees Covered By Benefits

At the OPEB liability measurement date of June 30, 2022, the following employees were covered by the benefit term:

	<u>June 30, 2022</u>
Inactive Employees Currently Receiving Benefit Payments	8
Participating Active Employees	<u>17</u>
Total Number of Participants	<u><u>25</u></u>

Funding Policy

The Council's funding policy is to continue to pay healthcare premiums for retirees as they fall due. The Council has not elected to establish an irrevocable trust at this time. The Board reserves the authority to review and amend this funding policy from time to time, in order to ensure that the funding policy continues to best suit the circumstances of the Council.

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)**Net OPEB Liability**

At June 30, 2022, Council reported a net OPEB liability of \$1,428,514. The net OPEB liability was measured as of June 30, 2022, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2022, based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2022
Actuarial Cost Method	Entry age
Inflation Rate	2.5% per year
Investment Return/Discount Rate	3.54%, net of expenses. Based on Bond Buyer 20 Bond Index.
Healthcare Cost Trend Rate	4.00% per year
Payroll Increase	2.75% per year. Since benefits do not depend on salary (as they do for pension), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.
Fiduciary Net Position (FNP)	Not applicable as the Council's OPEB plan does not have any assets or investments.
Mortality Rates	2017 CalPERS Mortality for Miscellaneous and Schools Employees 2017 CalPERS Retiree Mortality for All Employees
Retirement Rates	2017 CalPERS 2.0%@62 Rates for Miscellaneous Employees 2017 CalPERS 2.5%@55 Rates for Miscellaneous Employees
Turnover Rates	2017 CalPERS Turnover for Miscellaneous Employees
Costs for Retiree Coverage	Retiree liabilities are based on actual retiree costs

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the Council if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate, for the measurement period ended June 30, 2022:

	Discount Rate 1% Lower (2.54%)	Valuation Discount Rate (3.54%)	Discount Rate 1% Higher (4.54%)
Net OPEB Liability	\$ 1,613,714	\$ 1,428,514	\$ 1,275,040

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the net OPEB liability of the Council if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate, for the measurement period ended June 30, 2022:

	Trend 1% Lower (3.0%)	Healthcare Cost Trend (4.0%)	Trend 1% Higher (5.0%)
Net OPEB Liability	\$ 1,416,928	\$ 1,428,514	\$ 1,441,724

Changes in the Net OPEB Liability

The table below shows the changes in the total OPEB liability, the Plan Fiduciary Net Position (i.e., fair value of the OPEB Plan assets, which is not applicable to the Council as the Council's OPEB plan has no assets), and the net OPEB liability during the measurement period ended June 30, 2022.

NOTE 10 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB) (Continued)Changes in the Net OPEB Liability (Continued)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
Balance at 6/30/2021 Measurement Date	\$ 1,722,852	\$ -	\$ 1,722,852
Changes Recognized for the Measurement Period:			
Service Cost	74,534	-	74,534
Interest on Total OPEB Liability	37,416	-	37,416
Employer Contributions	-	55,758	(55,758)
Benefit Payments	(55,758)	(55,758)	-
Experience (Gains)/Losses	(84,906)	-	(84,906)
Changes in Assumptions	(265,624)	-	(265,624)
Net Changes During 2021-22	(294,338)	-	(294,338)
Actual Balance at 6/30/2022 Measurement Date	\$ 1,428,514	\$ -	\$ 1,428,514

OPEB Expense and Deferred Outflows and Deferred Inflows of Resources

For the fiscal year ended June 30, 2022, the Council recognized OPEB expense of \$84,590. OPEB expense represents the change in the net OPEB liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, and actuarial assumptions or method. At June 30, 2022, the Council reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	\$ -	\$ (74,245)
Changes in Assumptions	106,024	(216,434)
Total Deferred Outflows and Inflows of Resources	\$ 106,024	\$ (290,679)

Amounts reported as deferred outflows and inflows of resources related to changes in assumptions will be recognized in OPEB expense as follows:

<u>Fiscal Year Ending June 30,</u>	
2023	\$ (27,360)
2024	(27,360)
2025	(40,072)
2026	(63,903)
2027	(25,960)
Total	\$ (184,655)

NOTE 11 – LEASES

Lease Payable

During the current fiscal year, the Council entered into a three-year facilities lease agreement as lessee. An initial lease liability was recorded in the amount of \$430,531 during the current fiscal year. As of June 30, 2022, the value of the lease liability was \$288,630. The Council is required to make monthly principal and interest payments of \$11,880. The lease has an interest rate of 0.20%. The value of the right-to-use leased asset as of the end of the current fiscal year was \$287,021 and had accumulated amortization of \$143,510.

The future principal and interest lease payments as of June 30, 2022, were as follows:

<u>Fiscal Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	\$ 142,113	\$ 447	\$ 142,560
2024	146,517	159	146,676
Total	<u>\$ 288,630</u>	<u>\$ 606</u>	<u>\$ 289,236</u>

NOTE 12 – RISK MANAGEMENT

The Council is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Additionally, a complaint for declaratory and injunctive relief under Title II of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and California Government Code Section 11135 has been made to compel the Council to make the motorist aid system call boxes under the KMAA accessible to deaf motorists. The complaint was dismissed without prejudice on July 11, 2005, but can be reinstated if the Council fails to act on the stipulated agreement. The Council is presently evaluating alternatives to be compliant. The amount of loss related to this complaint cannot be estimated. The Council reports all of its risk management activities in its Planning and Administration Fund. The Council purchases commercial insurance through an insurance agent, who obtains the appropriate insurance coverage needed by the Council from insurance companies.

The Council's deductibles and maximum coverages follow:

<u>Coverage</u>	<u>Deductible</u>	<u>Maximum per Occurrence</u>
Personal Property	\$ 2,500	\$ 260,300
Personal and Advertising Injury	2,500	2,000,000
Medical Expenses	2,500	10,000
Damage to Premises Rented	2,500	300,000
Products - Completed Operations	2,500	2,000,000
Employee Benefits	-	1,000,000

The Council obtains insurance coverage relating to workers' compensation claims through the State Compensation Insurance Fund. The Council makes quarterly payments based on a percentage of payroll. There is no deductible paid by the Council regarding workers' compensation.

To date, there have been no significant reductions in any of the Council's insurance coverages, and no settlement amounts have exceeded commercial insurance coverage for the last three fiscal years.

NOTE 13 – DEFICIT FUND BALANCE

Planning and Administration Fund

The Planning and Administration Fund reported a deficit fund balance due to the carry forward balance and due to the fact that it spent in excess of the revenue allocated. The excess was funded by borrowing monies from other Council funds. The Council plans on using future revenues to eliminate the deficit fund balance.

State Subvention Fund

The State Subvention Fund reported a deficit fund balance due to the carry forward balance that was spent in excess of the revenue allocated from prior years. The excess was funded by borrowing monies from other Council funds. The Council plans on using future revenues to eliminate the deficit fund balance.

Regional Early Action Planning Fund

The Regional Early Action Planning Fund reported a deficit fund balance due to the carry forward balance and that it spent in excess of the revenue allocated. The excess was funded by borrowing monies from other Council funds. The Council plans on using future revenues to eliminate the deficit fund balance.

NOTE 14 – CONTINGENCIES

The Council is a party to various claims and litigation in the normal course of business. In the opinion of management and outside counsel, any ultimate losses have been adequately provided for in the financial statements.

NOTE 15 – SUBSEQUENT EVENTS

The date to which events occurring after June 30, 2022, have been evaluated for possible adjustments to the financial statements or disclosures is February 22, 2023, which is the date that the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE (DEFICIT) –
BUDGET AND ACTUAL – PLANNING AND ADMINISTRATION FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Federal	\$ 2,523,835	\$ 2,951,247	\$ 2,186,474	\$ (764,773)
State	3,251,504	2,943,788	416,262	(2,527,526)
Local	2,094,095	1,925,800	666,404	(1,259,396)
Interest	-	-	9,624	9,624
Total Revenues	<u>7,869,434</u>	<u>7,820,835</u>	<u>3,278,764</u>	<u>(4,542,071)</u>
EXPENDITURES				
Transportation Planning and Administration:				
Professional Services	3,940,821	3,968,415	1,636,197	2,332,218
Salaries and Wages	1,886,399	1,887,083	1,809,985	77,098
Employee Benefits	1,208,436	1,208,504	1,311,843	(103,339)
Rents and Leases	150,000	150,000	11,547	138,453
Transportation and Travel	77,178	77,178	33,740	43,438
Data Processing	79,610	79,610	63,815	15,795
Office	55,293	55,293	20,735	34,558
Insurance	18,000	18,000	27,552	(9,552)
Debt Service - Lease Principal	-	-	141,901	(141,901)
Debt Service - Lease Interest	-	-	659	(659)
Capital Outlay	17,000	17,000	435,051	(418,051)
Mileage Reimbursement	15,290	15,290	4,010	11,280
Memberships	39,075	39,075	17,835	21,240
Publications and Notices	40,254	40,254	35,663	4,591
Communications	29,520	29,520	16,987	12,533
Maintenance	14,000	14,000	19,361	(5,361)
County Indirect Costs	3,000	3,000	-	3,000
Bad Debt Expense	6,000	6,000	-	6,000
Training and Development	2,000	2,000	75	1,925
Total Expenditures	<u>7,581,876</u>	<u>7,610,222</u>	<u>5,586,956</u>	<u>2,023,266</u>
Excess (Deficiency) of Revenues over (under) Expenditures	<u>287,558</u>	<u>210,613</u>	<u>(2,308,192)</u>	<u>(2,518,805)</u>
OTHER FINANCING SOURCES				
Lease Proceeds	-	-	430,531	430,531
Transfers In	-	-	1,836,875	1,836,875
Total Other Financing Sources	<u>-</u>	<u>-</u>	<u>2,267,406</u>	<u>2,267,406</u>
Net Change in Fund Balance (Deficit)	<u>\$ 287,558</u>	<u>\$ 210,613</u>	<u>(40,786)</u>	<u>\$ (251,399)</u>
Fund Balance (Deficit) at Beginning of Year			<u>(1,960,970)</u>	
Fund Balance (Deficit) at End of Year			<u>\$ (2,001,756)</u>	

See accompanying note to required supplementary information.

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE (DEFICIT) –
BUDGET AND ACTUAL – STATE SUBVENTION FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
State	\$ -	\$ -	\$ 299,591	\$ 299,591
Interest	-	-	3,722	3,722
Total Revenues	-	-	303,313	303,313
EXPENDITURES				
Transportation Planning and Administration: Professional Services	-	-	-	-
Total Expenditures	-	-	-	-
Excess of Revenues over Expenditures	-	-	303,313	303,313
OTHER FINANCING USES				
Transfers Out	-	-	(299,591)	(299,591)
Total Other Financing Uses	-	-	(299,591)	(299,591)
Net Change in Fund Balance (Deficit)	<u>\$ -</u>	<u>\$ -</u>	3,722	<u>\$ 3,722</u>
Fund Balance (Deficit) at Beginning of Year			<u>(15,044)</u>	
Fund Balance (Deficit) at End of Year			<u>\$ (11,322)</u>	

See accompanying note to required supplementary information.

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE (DEFICIT) –
BUDGET AND ACTUAL – REGIONAL EARLY ACTION PLANNING FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
State	\$ -	\$ -	\$ 316,837	\$ 316,837
Interest	-	-	10,192	10,192
Total Revenues	-	-	327,029	327,029
EXPENDITURES				
Transportation Planning and Administration: Professional Services	-	-	376,312	(376,312)
Total Expenditures	-	-	376,312	(376,312)
Deficiency of Revenues under Expenditures	-	-	(49,283)	(49,283)
OTHER FINANCING USES				
Transfers Out	-	-	(191,837)	(191,837)
Total Other Financing Uses	-	-	(191,837)	(191,837)
Net Change in Fund Balance (Deficit)	<u>\$ -</u>	<u>\$ -</u>	(241,120)	<u>\$ (241,120)</u>
Fund Balance (Deficit) at Beginning of Year			<u>(200,222)</u>	
Fund Balance (Deficit) at End of Year			<u>\$ (441,342)</u>	

See accompanying note to required supplementary information.

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL – CALIFORNIA TRANSIT SECURITY GRANT PROGRAM
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
REVENUES				
Interest	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	-	-	1	1
EXPENDITURES				
Transportation Planning and Administration:				
Claims Disbursement	-	-	-	-
Total Expenditures	-	-	-	-
Excess of Revenues over Expenditures	-	-	1	1
Net Change in Fund Balance	<u>\$ -</u>	<u>\$ -</u>	1	<u>\$ 1</u>
Fund Balance at Beginning of Year			<u>96</u>	
Fund Balance at End of Year			<u>\$ 97</u>	

See accompanying note to required supplementary information.

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022*

	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>
Net OPEB liability					
Service cost	\$ 74,534	\$ 71,859	\$ 32,903	\$ 29,466	\$ 28,677
Interest on total OPEB liability	37,416	36,673	51,091	48,056	50,852
Changes of benefit terms	-	-	-	-	-
Experience (gains)/losses	(84,906)	-	(10,907)	-	-
Changes of assumptions	(265,624)	9,471	165,856	55,703	-
Benefit payments	<u>(55,758)</u>	<u>(52,374)</u>	<u>(50,047)</u>	<u>(46,387)</u>	<u>(44,603)</u>
Net change in net OPEB liability	(294,338)	65,629	188,896	86,838	34,926
Net OPEB liability - beginning	<u>1,722,852</u>	<u>1,657,223</u>	<u>1,468,327</u>	<u>1,381,489</u>	<u>1,346,563</u>
Net OPEB liability - ending	<u><u>\$ 1,428,514</u></u>	<u><u>\$ 1,722,852</u></u>	<u><u>\$ 1,657,223</u></u>	<u><u>\$ 1,468,327</u></u>	<u><u>\$ 1,381,489</u></u>
Covered payroll	\$ 1,778,605	\$ 1,716,163	\$ 1,670,888	\$ 1,656,626	\$ 1,686,808
Council's net OPEB liability as a percentage of covered payroll	80.32%	100.39%	99.18%	88.63%	81.90%
Measurement date	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018

* Fiscal year 2018 was the first year of implementation; therefore, only five years are shown. Additional years will be presented as they become available.

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF THE PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
AS OF JUNE 30, 2022
LAST TEN YEARS***

	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Council's proportion of the net pension liability	0.04432%	0.06759%	0.07154%	0.07428%
Council's proportionate share of the net pension liability	\$ 841,505	\$ 2,850,980	\$ 2,864,755	\$ 2,799,228
Council's covered payroll	\$ 1,778,605	\$ 1,716,163	\$ 1,670,888	\$ 1,656,626
Council's proportionate share of the net pension liability as a percentage of its covered payroll	47.31%	166.13%	171.45%	168.97%
Plan fiduciary net position as a percentage of the total pension liability	90.49%	77.71%	77.73%	77.69%
	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>	<u>June 30, 2014</u>
Council's proportion of the net pension liability	0.07306%	0.07126%	0.08079%	0.02533%
Council's proportionate share of the net pension liability	\$ 2,880,110	\$ 2,475,393	\$ 1,996,786	\$ 1,576,468
Council's covered payroll	\$ 1,686,808	\$ 1,623,822	\$ 1,551,298	\$ 1,422,531
Council's proportionate share of the net pension liability as a percentage of its covered payroll	170.74%	152.44%	128.72%	110.82%
Plan fiduciary net position as a percentage of the total pension liability	75.39%	75.87%	77.23%	80.91%

* Fiscal year 2015 was the first year of implementation; therefore, only eight years are shown.

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF CONTRIBUTIONS – PENSION
AS OF JUNE 30, 2022
LAST TEN YEARS***

	<u>June 30, 2021</u>	<u>June 30, 2020</u>	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Actuarially determined contribution for the fiscal year	\$ 469,787	\$ 447,732	\$ 460,978	\$ 425,358
Less the contributions in relation to the actuarially determined contribution	<u>(469,787)</u>	<u>(447,732)</u>	<u>(460,978)</u>	<u>(425,358)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Council's covered payroll	\$ 1,778,605	\$ 1,716,163	\$ 1,670,888	\$ 1,656,626
Contributions as a percentage of covered payroll	26.41%	26.09%	27.59%	25.68%

	<u>June 30, 2017</u>	<u>June 30, 2016</u>	<u>June 30, 2015</u>	<u>June 30, 2014</u>
Actuarially determined contribution for the fiscal year	\$ 452,089	\$ 321,585	\$ 404,667	\$ 235,005
Less the contributions in relation to the actuarially determined contribution	<u>(452,089)</u>	<u>(321,585)</u>	<u>(234,241)</u>	<u>(235,005)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 170,426</u>	<u>\$ -</u>
Council's covered payroll	\$ 1,686,808	\$ 1,623,822	\$ 1,551,298	\$ 1,422,531
Contributions as a percentage of covered payroll	26.80%	19.80%	15.10%	16.52%

* Fiscal year 2015 was the first year of implementation; therefore, only eight years are shown.

Notes to Schedule:

For the measurement period ending June 30, 2021 (the measurement date), the total pension liability was determined by rolling forward the June 30, 2020 total pension liability. The total pension liability was based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions	
Discount Rate	7.15% (2021), 7.15% (2020)
Inflation	2.50% (2021) 2.50% (2020)
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.00% (2021) 7.25% (2020) Net of Pension Plan Investment and Administrative Expenses; includes Inflation
Mortality Rate Table	Derived using CalPERS' Membership Data for all Funds
Post Retirement Benefit Increase	Contract Cost-of-Living Adjustment (COLA) up to 2.5% (2021) 2.5% (2020) until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.5% (2021) 2.5% (2020)

See accompanying note to required supplementary information.

**KERN COUNCIL OF GOVERNMENTS
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

NOTE 1 – BUDGETARY INFORMATION

Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America except for reimbursements of expenditures received from other funds, which are reported as reductions to expenditures on accounting principles generally accepted in the United States of America (GAAP) basis of accounting but as transfers in on a budgetary basis of accounting. Annual appropriated budgets are adopted for the Planning and Administration Fund and the Kern Motorist Aid Authority Fund. The State Subvention Fund, Regional Early Action Planning Fund, and California Transit Security Grant Program are not budgeted for. All annual appropriations lapse at the fiscal year-end. Any amendments to the budget must be approved by the Board of Directors. The legal level of budgetary control is at the major object level. The major object levels include personnel, subcontractor, services and supplies, and capital outlay.

SUPPLEMENTARY INFORMATION

**KERN COUNCIL OF GOVERNMENTS
COMBINING STATEMENT OF FIDUCIARY NET POSITION
CUSTODIAL FUNDS
JUNE 30, 2022**

	State Transit Assistance	Local Transportation	PTMISEA	State of Good Repair	Total
ASSETS					
Cash and Cash Equivalents	\$ 17,353,937	\$ 144,418,395	\$ 2,516	\$ 1,209,944	\$ 162,984,792
Due from Other Governments, Net	2,487,137	-	-	240,698	2,727,835
Due from Other Funds	-	4,742,600	-	-	4,742,600
TOTAL ASSETS	\$ 19,841,074	\$ 149,160,995	\$ 2,516	\$ 1,450,642	\$ 170,455,227
LIABILITIES AND NET POSITION					
LIABILITIES					
Unearned Revenue	\$ -	\$ -	\$ 2,516	\$ -	\$ 2,516
TOTAL LIABILITIES	-	-	2,516	-	2,516
NET POSITION					
Unassigned	19,841,074	149,160,995	-	1,450,642	170,452,711
TOTAL LIABILITIES AND NET POSITION	\$ 19,841,074	\$ 149,160,995	\$ 2,516	\$ 1,450,642	\$ 170,455,227

**KERN COUNCIL OF GOVERNMENTS
COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
CUSTODIAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	State Transit Assistance	Local Transportation	PTMISEA	State of Good Repair	Total
ADDITIONS					
Sales Tax	\$ 8,755,404	\$ 51,382,573	\$ -	\$ 1,431,354	\$ 61,569,331
Interest	143,205	1,244,845	-	14,577	1,402,627
TOTAL ADDITIONS	8,898,609	52,627,418	-	1,445,931	62,971,958
DEDUCTIONS					
Claims Disbursement - Arvin	547,104	54,860	-	-	601,964
Claims Disbursement - Bakersfield	-	1,073,117	-	-	1,073,117
Claims Disbursement - Delano	-	-	-	105,078	105,078
Claims Disbursement - Maricopa	-	41,457	-	-	41,457
Claims Disbursement - McFarland	222,222	1,883,286	-	-	2,105,508
Claims Disbursement - Ridgecrest	116,741	57,411	-	-	174,152
Claims Disbursement - Shafter	171,406	105,493	-	33,343	310,242
Claims Disbursement - Taft	-	-	-	27,873	27,873
Claims Disbursement - Tehachapi	133,751	787,296	-	51,808	972,855
Claims Disbursement - Wasco	-	3,000	-	-	3,000
Claims Disbursement - Kern County	1,465,697	8,892,364	-	453,319	10,811,380
Claims Disbursement - GET	-	7,870,875	-	968,537	8,839,412
Claims Disbursement - NOR	-	983,205	-	-	983,205
TOTAL DEDUCTIONS	2,656,921	21,752,364	-	1,639,958	26,049,243
Excess (Deficiency) of Additions over (under) Deductions	6,241,688	30,875,054	-	(194,027)	36,922,715
OTHER FINANCING USES					
Transfers Out	-	(1,301,490)	-	-	(1,301,490)
Change in Net Position	6,241,688	29,573,564	-	(194,027)	35,621,225
Net Position at Beginning of Year	13,599,386	119,587,431	-	1,644,669	134,831,486
Net Position at End of Year	<u>\$ 19,841,074</u>	<u>\$ 149,160,995</u>	<u>\$ -</u>	<u>\$ 1,450,642</u>	<u>\$ 170,452,711</u>

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES BY WORK ELEMENT BY FUNDING SOURCE
BUDGET AND ACTUAL – PLANNING AND ADMINISTRATION FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Budget	FTA Sec. 5303	FTA 5303 Carryover	FHWA PL
101.1 Air Quality Planning	\$ 73,512	\$ 34,460	\$ 4,269	\$ 33,030
102.1 Environmental Review Program	34,648	15,964	-	15,724
201.1 Inventory Mapping	338,317	104,309	19,463	145,456
201.2 Mapping Services and Technical Support	131,185	47,515	-	44,889
203.1A Sustainable Communities Public Participation	65,907	-	-	-
203.2A Sustainable Communities Performance Measures	53,435	46,300	-	-
203.3A Sustainable Communities Mobility Innovations and Incentives Planning	186,855	-	-	-
203.4A Sustainable Communities Strategy Forecast and Travel Model Activity Program	128,881	-	-	-
203.5 Regional Housing Need Allocation Plan	922,655	-	-	-
203.6 SJV Household Travel Survey	152,342	-	-	-
601.1 Regional Transportation Plan/CMS	418,248	78,430	-	89,658
601.2 RTP/CIP-Financial Element	87,812	-	-	67,621
601.3 Regional Transportation Community Survey & Outreach	149,249	-	-	17,217
601.4 Performance Measures	520,553	-	-	18,643
602.1 Transportation Improvement Program	345,615	-	-	162,101
602.2 Local Assistance for Federal Aid Projects	271,559	-	-	246,338
603.1 Transportation System Monitoring and Coordination	52,182	-	-	41,929
603.2 Traffic Count Program	93,315	-	-	-
603.3 Mobility Innovations and Incentives	41,768	-	-	-
603.4 Kern Electric Vehicle (EV) Blueprint	639,227	-	-	-
603.5 MD & HD Zero-Emission Vehicle Infrastructure	122,325	-	-	-
604.1 Regional Travel Demand Model Maintenance	331,650	-	-	165,349
604.2 Growth Forecast Model	58,306	-	-	28,978
604.3 Regional Travel Demand Model	33,910	-	-	20,831
605.1 Corridor/Major Investment/Impact Fee	3,090	-	-	-
606.1 Transit Planning	149,098	10,216	42,067	67,417
608.1 Active Transportation and Complete Streets Program	60,058	-	-	3,850
608.2 Safe Routes for Bicyclists in Disadvantaged Communities	104,295	-	-	-
609.1 Transportation Demand Management	237,627	-	-	-
610.1 Freight Planning	66,949	-	-	40,895
610.2 Phase II KARGO Sustainability Study	313,364	-	-	-
610.3 I-5 Freight ZERO Pilot Study	170,169	-	-	-
801.1 Grant Writing	30,190	-	-	-
902.1 Regional Technical Assistance	356,445	-	-	822
903.1 Information and Data Management	48,179	-	-	22,780
904.1 Interregional Transportation Coordination	142,496	-	-	45,118
904.2 Local Clearinghouse Review Program	2,958	-	-	-
1001.1 Local Reimbursements	109,287	-	-	-
1001.2 Legislative Program	42,231	-	-	-
1001.3 Transportation Development Act (TDA) Program	266,802	-	-	-
1001.4 Information Services	109,973	-	-	29,489
1001.5 OWP Development and Monitoring	269,434	-	-	-
2001.1 KMAA System Implementation & Operation	17,931	-	-	-
2002.1 KMAA Administration	41,803	-	-	-
TOTAL	\$ 7,795,835	\$ 337,194	\$ 65,799	\$ 1,308,135

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES BY WORK ELEMENT BY FUNDING SOURCE
BUDGET AND ACTUAL – PLANNING AND ADMINISTRATION FUND (Continued)
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	FHWA PL Carryover	FHWA RSTP	FHWA CMAQ	FHWA SPR
101.1 Air Quality Planning	\$ -	\$ -	\$ -	\$ -
102.1 Environmental Review Program	-	-	-	-
201.1 Inventory Mapping	3,845	-	-	-
201.2 Mapping Services and Technical Support	-	-	-	-
203.1A Sustainable Communities Public Participation	-	-	-	-
203.2A Sustainable Communities Performance Measures	-	-	-	-
203.3A Sustainable Communities Mobility Innovations and Incentives Planning	-	-	-	-
203.4A Sustainable Communities Strategy Forecast and Travel Model Activity Program	-	-	-	-
203.5 Regional Housing Need Allocation Plan	-	-	-	-
203.6 SJV Household Travel Survey	-	-	-	-
601.1 Regional Transportation Plan/CMS	-	-	-	-
601.2 RTP/CIP-Financial Element	-	-	-	-
601.3 Regional Transportation Community Survey & Outreach	-	-	-	-
601.4 Performance Measures	-	-	-	-
602.1 Transportation Improvement Program	34,096	-	-	-
602.2 Local Assistance for Federal Aid Projects	-	-	-	-
603.1 Transportation System Monitoring and Coordination	-	-	-	-
603.2 Traffic Count Program	-	85,477	-	-
603.3 Mobility Innovations and Incentives	-	-	-	-
603.4 Kern Electric Vehicle (EV) Blueprint	-	-	-	-
603.5 MD & HD Zero-Emission Vehicle Infrastructure	-	-	-	-
604.1 Regional Travel Demand Model Maintenance	-	-	-	-
604.2 Growth Forecast Model	-	-	-	-
604.3 Regional Travel Demand Model	-	-	-	-
605.1 Corridor/Major Investment/Impact Fee	-	-	-	-
606.1 Transit Planning	5,778	-	-	-
608.1 Active Transportation and Complete Streets Program	-	-	-	-
608.2 Safe Routes for Bicyclists in Disadvantaged Communities	-	-	-	-
609.1 Transportation Demand Management	-	-	201,906	-
610.1 Freight Planning	-	-	-	-
610.2 Phase II KARGO Sustainability Study	-	-	-	53,752
610.3 I-5 Freight ZERO Pilot Study	119,730	-	-	-
801.1 Grant Writing	-	-	-	-
902.1 Regional Technical Assistance	320	-	-	-
903.1 Information and Data Management	-	-	-	-
904.1 Interregional Transportation Coordination	-	-	-	-
904.2 Local Clearinghouse Review Program	-	-	-	-
1001.1 Local Reimbursements	-	-	-	-
1001.2 Legislative Program	-	-	-	-
1001.3 Transportation Development Act (TDA) Program	-	-	-	-
1001.4 Information Services	-	-	-	-
1001.5 OWP Development and Monitoring	-	-	-	-
2001.1 KMAA System Implementation & Operation	-	-	-	-
2002.1 KMAA Administration	-	-	-	-
TOTAL	\$ 163,769	\$ 85,477	\$ 201,906	\$ 53,752

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES BY WORK ELEMENT BY FUNDING SOURCE
BUDGET AND ACTUAL – PLANNING AND ADMINISTRATION FUND (Continued)
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	STIP PPM	SHA	SB-1 & ATP	Local Contracts
101.1 Air Quality Planning	\$ -	\$ -	\$ -	\$ -
102.1 Environmental Review Program	-	-	-	-
201.1 Inventory Mapping	-	-	-	-
201.2 Mapping Services and Technical Support	-	-	-	-
203.1A Sustainable Communities Public Participation	-	-	56,487	-
203.2A Sustainable Communities Performance Measures	-	-	-	-
203.3A Sustainable Communities Mobility Innovations and Incentives Planning	-	-	165,422	-
203.4A Sustainable Communities Strategy Forecast and Travel Model Activity Program	-	-	108,152	-
203.5 Regional Housing Need Allocation Plan	-	-	-	-
203.6 SJV Household Travel Survey	-	-	-	-
601.1 Regional Transportation Plan/CMS	116,852	-	-	-
601.2 RTP/CIP-Financial Element	-	-	-	-
601.3 Regional Transportation Community Survey & Outreach	79,574	-	-	-
601.4 Performance Measures	-	-	-	44,484
602.1 Transportation Improvement Program	-	-	-	-
602.2 Local Assistance for Federal Aid Projects	-	-	-	-
603.1 Transportation System Monitoring and Coordination	-	-	-	-
603.2 Traffic Count Program	-	-	-	-
603.3 Mobility Innovations and Incentives	-	-	-	-
603.4 Kern Electric Vehicle (EV) Blueprint	-	-	-	-
603.5 MD & HD Zero-Emission Vehicle Infrastructure	-	-	-	-
604.1 Regional Travel Demand Model Maintenance	-	-	-	-
604.2 Growth Forecast Model	-	-	-	-
604.3 Regional Travel Demand Model	-	-	-	-
605.1 Corridor/Major Investment/Impact Fee	-	-	-	-
606.1 Transit Planning	-	-	-	-
608.1 Active Transportation and Complete Streets Program	-	-	-	-
608.2 Safe Routes for Bicyclists in Disadvantaged Communities	-	-	36,467	-
609.1 Transportation Demand Management	-	-	-	-
610.1 Freight Planning	-	-	-	-
610.2 Phase II KARGO Sustainability Study	-	-	-	-
610.3 I-5 Freight ZERO Pilot Study	-	4,572	-	14,019
801.1 Grant Writing	-	-	-	-
902.1 Regional Technical Assistance	20,839	-	-	-
903.1 Information and Data Management	-	-	-	-
904.1 Interregional Transportation Coordination	82,326	-	-	-
904.2 Local Clearinghouse Review Program	-	-	-	-
1001.1 Local Reimbursements	-	-	-	-
1001.2 Legislative Program	-	-	-	-
1001.3 Transportation Development Act (TDA) Program	-	-	-	-
1001.4 Information Services	-	-	-	-
1001.5 OWP Development and Monitoring	-	-	-	-
2001.1 KMAA System Implementation & Operation	-	-	-	-
2002.1 KMAA Administration	-	-	-	-
TOTAL	\$ 299,591	\$ 4,572	\$ 366,528	\$ 58,503

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES BY WORK ELEMENT BY FUNDING SOURCE
BUDGET AND ACTUAL – PLANNING AND ADMINISTRATION FUND (Continued)
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	KMAA	HCD	HSIP	CARB
101.1 Air Quality Planning	\$ -	\$ -	\$ -	\$ -
102.1 Environmental Review Program	-	-	-	-
201.1 Inventory Mapping	-	-	-	-
201.2 Mapping Services and Technical Support	-	-	-	-
203.1A Sustainable Communities Public Participation	-	-	-	-
203.2A Sustainable Communities Performance Measures	-	-	-	-
203.3A Sustainable Communities Mobility Innovations and Incentives Planning	-	-	-	-
203.4A Sustainable Communities Strategy Forecast and Travel Model Activity Program	-	-	-	-
203.5 Regional Housing Need Allocation Plan	-	191,837	-	-
203.6 SJV Household Travel Survey	-	-	-	-
601.1 Regional Transportation Plan/CMS	-	-	-	-
601.2 RTP/CIP-Financial Element	-	-	-	-
601.3 Regional Transportation Community Survey & Outreach	-	-	-	-
601.4 Performance Measures	-	-	400,458	-
602.1 Transportation Improvement Program	-	-	-	-
602.2 Local Assistance for Federal Aid Projects	-	-	-	-
603.1 Transportation System Monitoring and Coordination	-	-	-	-
603.2 Traffic Count Program	-	-	-	-
603.3 Mobility Innovations and Incentives	-	-	-	-
603.4 Kern Electric Vehicle (EV) Blueprint	-	-	-	-
603.5 MD & HD Zero-Emission Vehicle Infrastructure	-	-	-	-
604.1 Regional Travel Demand Model Maintenance	-	-	-	-
604.2 Growth Forecast Model	-	-	-	-
604.3 Regional Travel Demand Model	-	-	-	-
605.1 Corridor/Major Investment/Impact Fee	-	-	-	-
606.1 Transit Planning	-	-	-	-
608.1 Active Transportation and Complete Streets Program	-	-	-	13,729
608.2 Safe Routes for Bicyclists in Disadvantaged Communities	-	-	-	-
609.1 Transportation Demand Management	-	-	-	-
610.1 Freight Planning	-	-	-	-
610.2 Phase II KARGO Sustainability Study	-	-	-	-
610.3 I-5 Freight ZERO Pilot Study	-	-	-	-
801.1 Grant Writing	-	-	-	-
902.1 Regional Technical Assistance	-	-	-	-
903.1 Information and Data Management	-	-	-	-
904.1 Interregional Transportation Coordination	-	-	-	-
904.2 Local Clearinghouse Review Program	-	-	-	-
1001.1 Local Reimbursements	-	-	-	-
1001.2 Legislative Program	-	-	-	-
1001.3 Transportation Development Act (TDA) Program	-	-	-	-
1001.4 Information Services	-	-	-	-
1001.5 OWP Development and Monitoring	-	-	-	-
2001.1 KMAA System Implementation & Operation	15,256	-	-	-
2002.1 KMAA Administration	28,701	-	-	-
TOTAL	\$ 43,957	\$ 191,837	\$ 400,458	\$ 13,729

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES BY WORK ELEMENT BY FUNDING SOURCE
BUDGET AND ACTUAL – PLANNING AND ADMINISTRATION FUND (Continued)
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	CEC	TDA	Total Expenditures	Variance
101.1 Air Quality Planning	\$ -	\$ -	\$ 71,759	\$ 1,753
102.1 Environmental Review Program	-	-	31,688	2,960
201.1 Inventory Mapping	-	23,259	296,332	41,985
201.2 Mapping Services and Technical Support	-	-	92,404	38,781
203.1A Sustainable Communities Public Participation	-	7,318	63,805	2,102
203.2A Sustainable Communities Performance Measures	-	5,999	52,299	1,136
203.3A Sustainable Communities Mobility Innovations and Incentives Planning	-	21,432	186,854	1
203.4A Sustainable Communities Strategy Forecast and Travel Model Activity Program	-	14,012	122,164	6,717
203.5 Regional Housing Need Allocation Plan	-	-	191,837	730,818
203.6 SJV Household Travel Survey	-	352	352	151,990
601.1 Regional Transportation Plan/CMS	-	92,843	377,783	40,465
601.2 RTP/CIP-Financial Element	-	20,161	87,782	30
601.3 Regional Transportation Community Survey & Outreach	-	52,433	149,224	25
601.4 Performance Measures	-	23,524	487,109	33,444
602.1 Transportation Improvement Program	-	149,361	345,558	57
602.2 Local Assistance for Federal Aid Projects	-	25,219	271,557	2
603.1 Transportation System Monitoring and Coordination	-	1,680	43,609	8,573
603.2 Traffic Count Program	-	11,074	96,551	(3,236)
603.3 Mobility Innovations and Incentives	-	23,396	23,396	18,372
603.4 Kern Electric Vehicle (EV) Blueprint	63,813	291	64,104	575,123
603.5 MD & HD Zero-Emission Vehicle Infrastructure	74,492	-	74,492	47,833
604.1 Regional Travel Demand Model Maintenance	-	136,418	301,767	29,883
604.2 Growth Forecast Model	-	20,776	49,754	8,552
604.3 Regional Travel Demand Model	-	2,923	23,754	10,156
605.1 Corridor/Major Investment/Impact Fee	-	-	-	3,090
606.1 Transit Planning	-	13,948	139,426	9,672
608.1 Active Transportation and Complete Streets Program	-	-	17,579	42,479
608.2 Safe Routes for Bicyclists in Disadvantaged Communities	-	1,567	38,034	66,261
609.1 Transportation Demand Management	-	26,159	228,065	9,562
610.1 Freight Planning	-	-	40,895	26,054
610.2 Phase II KARGO Sustainability Study	-	14,701	68,453	244,911
610.3 I-5 Freight ZERO Pilot Study	-	27,980	166,301	3,868
801.1 Grant Writing	-	53,080	53,080	(22,890)
902.1 Regional Technical Assistance	-	7,895	29,876	326,569
903.1 Information and Data Management	-	7,739	30,519	17,660
904.1 Interregional Transportation Coordination	-	15,002	142,446	50
904.2 Local Clearinghouse Review Program	-	4,143	4,143	(1,185)
1001.1 Local Reimbursements	-	74,352	74,352	34,935
1001.2 Legislative Program	-	34,458	34,458	7,773
1001.3 Transportation Development Act (TDA) Program	-	314,352	314,352	(47,550)
1001.4 Information Services	-	17,327	46,816	63,157
1001.5 OWP Development and Monitoring	-	51,716	51,716	217,718
2001.1 KMAA System Implementation & Operation	-	-	15,256	2,675
2002.1 KMAA Administration	-	-	28,701	13,102
TOTAL	\$ 138,305	\$ 1,296,890	\$ 5,030,402	\$ 2,765,433

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES BY WORK ELEMENT BY FUNDING SOURCE
RECONCILIATION TO TOTAL PLANNING AND ADMINISTRATION EXPENDITURES
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

July 1, 2021 through June 30, 2022

Total Expenditures by Work Element by Funding Source	\$ 5,030,402
Plus Non-Allowable Personnel	10,800
Plus Non-Allowable Services/Supplies	16,567
Allocated Under/(Over)	<u>529,187</u>
Adjusted Allocated Costs / Total Planning and Administration	<u><u>\$ 5,586,956</u></u>

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF DIRECT AND INDIRECT COSTS –
PLANNING AND ADMINISTRATION FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

Allocations	Per Fiscal Year 2022 Actual to Date	Total Direct	Total Indirect	Total Non- Allowable	Fiscal Year 2022 Total	Variance	Notes
PERSONNEL							
July 1, 2021 through June 30, 2022	\$ 1,809,985	\$ 947,579	\$ 851,606	\$ 10,800	\$ 1,809,985	\$ -	
Fringe Benefits	1,293,654	693,302	600,352	-	1,293,654	-	
SERVICES AND SUPPLIES							
Professional Services	1,636,201	1,587,249	46,473	2,479	1,636,201	-	
Rents and Leases	154,107	-	154,107	-	154,107	-	
Transportation and Travel	33,741	27,676	65	6,000	33,741	-	
Data Processing	63,815	10,881	52,934	-	63,815	-	
Office	20,737	10,596	10,141	-	20,737	-	
Insurance	26,099	-	26,099	-	26,099	-	
Mileage Reimbursement	4,157	1,347	342	2,468	4,157	-	
Memberships	17,835	16,531	1,304	-	17,835	-	
Publications and Notices	35,662	35,404	258	-	35,662	-	
Communications	16,987	840	14,947	1,100	16,887	100	
Maintenance	19,361	15,079	4,282	-	19,361	-	
Training and Development	75	-	75	-	75	-	
Depreciation Expense	-	-	69,265	-	69,265	(69,265)	(a)
Capital Outlays	4,520	-	-	4,520	4,520	-	
TOTALS	<u>\$ 5,136,936</u>	<u>\$ 3,346,484</u>	<u>\$ 1,832,250</u>	<u>\$ 27,367</u>	<u>\$ 5,206,101</u>	<u>\$ (69,165)</u>	
ALLOCATION BASE	<u>\$ 1,640,881</u>						
INDIRECT COST ALLOCATION	<u>\$ 1,688,467</u>						

NOTES:

(a) Cost allocation recovers asset costs through depreciation charges not recorded in special revenue fund per accounting principles generally accepted in the United States of America.

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF ALLOCATIONS, DISBURSEMENTS, AND OPERATING TRANSFERS
LOCAL TRANSPORTATION FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	PUC 99233.1 Admin.	PUC 99234 Ped/Bike Facilities	PUC 99260 Transit Operations	PUC 99262 Regional Planning	PUC 99275 Social Service
ALLOCATIONS					
North of the River Recreation and Park District	\$ -	\$ -	\$ -	\$ -	\$ 983,205
City of Arvin	-	-	54,860	26,089	-
City of Bakersfield	-	222,002	909,635	-	-
City of California City	-	-	-	17,043	-
City of Delano	-	-	-	63,825	-
City of Maricopa	-	-	28,458	1,356	-
City of McFarland	-	-	201,469	17,316	-
City of Ridgecrest	-	-	-	35,323	-
City of Shafter	-	-	105,493	24,601	-
City of Taft	-	68,900	-	10,446	-
City of Tehachapi	-	120,063	16,297	15,354	-
City of Wasco	-	-	-	34,762	-
County of Kern	-	-	8,083,399	250,002	-
Bakersfield to GET	-	-	-	472,486	-
Kern County to GET	-	-	-	135,682	-
Golden Empire Transit	-	-	18,680,896	-	-
Total Allocations	-	410,965	28,080,507	1,104,285	983,205
EXPENDITURES					
North of the River Recreation and Park District	-	-	-	-	983,205
City of Arvin	-	-	843,825	26,089	-
City of Bakersfield	-	596,635	476,482	-	-
City of California City	-	-	-	17,043	-
City of Delano	-	-	-	63,825	-
City of Maricopa	-	-	57,069	1,356	-
City of McFarland	-	-	201,469	17,316	-
City of Ridgecrest	-	57,411	-	35,323	-
City of Shafter	-	-	105,493	24,601	-
City of Taft	-	-	-	10,446	-
City of Tehachapi	-	262,743	22,014	15,354	-
City of Wasco	-	-	-	34,762	-
County of Kern	-	20,000	8,083,399	250,002	-
Bakersfield to GET	-	-	3,689,270	472,486	-
Kern County to GET	-	-	4,181,605	135,682	-
Golden Empire Transit	-	-	-	-	-
Total Expenditures	-	936,789	17,660,626	1,104,285	983,205
Under/(Over) Expended Allocation	\$ -	\$ (525,824)	\$ 10,419,881	\$ -	\$ -

KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF ALLOCATIONS, DISBURSEMENTS, AND OPERATING TRANSFERS (Continued)
LOCAL TRANSPORTATION FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022

	CAC 6648 Capital Reserve	PUC 99400(a) Streets and Roads	PUC 99400(c) Contract Transit	PUC 99400(d) Contract Admin.	PUC 99400(e) Contract Capital	Local Transportation Fund Total
ALLOCATIONS						
North of the River Recreation and Park District	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 983,205
City of Arvin	-	-	-	-	-	80,949
City of Bakersfield	-	-	-	-	-	1,131,637
City of California City	-	-	-	-	-	17,043
City of Delano	-	-	-	-	-	63,825
City of Maricopa	-	12,999	-	-	-	42,813
City of McFarland	-	1,681,817	-	-	-	1,900,602
City of Ridgecrest	-	-	-	-	-	35,323
City of Shafter	-	-	-	-	-	130,094
City of Taft	-	-	-	-	-	79,346
City of Tehachapi	-	502,539	-	-	-	654,253
City of Wasco	-	-	-	-	-	34,762
County of Kern	-	-	-	-	-	8,333,401
Bakersfield to GET	-	-	-	-	-	472,486
Kern County to GET	-	-	-	-	-	135,682
Golden Empire Transit	-	-	-	-	-	18,680,896
Total Allocations	-	2,197,355	-	-	-	32,776,317
EXPENDITURES						
North of the River Recreation and Park District	-	-	-	-	-	983,205
City of Arvin	-	-	-	-	-	54,860
City of Bakersfield	-	-	-	-	-	1,073,117
City of California City	-	-	-	-	-	-
City of Delano	-	-	-	-	-	-
City of Maricopa	-	25,887	-	-	-	41,457
City of McFarland	-	1,681,817	-	-	-	1,883,286
City of Ridgecrest	-	-	-	-	-	57,411
City of Shafter	-	-	-	-	-	105,493
City of Taft	-	-	-	-	-	-
City of Tehachapi	-	869,625	-	-	-	787,296
City of Wasco	-	-	-	-	-	3,000
County of Kern	-	1,232,257	-	-	-	8,892,364
Bakersfield to GET	-	-	-	-	-	3,689,270
Kern County to GET	-	-	-	-	-	4,181,605
Golden Empire Transit	-	-	-	-	-	-
Total Expenditures	-	3,809,586	-	-	-	21,752,364
Under/(Over) Expended Allocation	\$ -	\$ (1,612,231)	\$ -	\$ -	\$ -	\$ 11,023,953

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF ALLOCATIONS, DISBURSEMENTS, AND OPERATING TRANSFERS
STATE TRANSIT ASSISTANCE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	PUC 99313.3 Population Basis	PUC 99314.4 Revenue Basis	State Transit Assistance Fund Total
ALLOCATIONS			
North of the River Recreation and Park District	\$ -	\$ -	\$ -
City of Arvin	547,104	-	547,104
City of Bakersfield	-	-	-
City of California City	-	-	-
City of Delano	-	-	-
City of Maricopa	-	-	-
City of McFarland	22,222	-	22,222
City of Ridgecrest	116,741	-	116,741
City of Shafter	197,920	-	197,920
City of Taft	-	-	-
City of Tehachapi	139,468	-	139,468
City of Wasco	-	-	-
County of Kern	1,491,777	-	1,491,777
Bakersfield to GET	-	-	-
Kern County to GET	-	-	-
Golden Empire Transit	3,772,472	-	3,772,472
Total Allocations	6,287,704	-	6,287,704
EXPENDITURES			
North of the River Recreation and Park District	-	-	-
City of Arvin	529,916	17,188	547,104
City of Bakersfield	-	-	-
City of California City	-	-	-
City of Delano	-	-	-
City of Maricopa	-	-	-
City of McFarland	220,323	1,899	222,222
City of Ridgecrest	116,741	-	116,741
City of Shafter	160,734	10,672	171,406
City of Taft	-	-	-
City of Tehachapi	125,599	8,152	133,751
City of Wasco	-	-	-
County of Kern	1,397,229	68,468	1,465,697
Bakersfield to GET	-	-	-
Kern County to GET	-	-	-
Golden Empire Transit	-	-	-
Total Expenditures	2,550,542	106,379	2,656,921
Under/(Over) Expended Allocation	\$ 3,737,162	\$ (106,379)	\$ 3,630,783

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

	Assistance Listing (AL) Number	Grant Number	Expenditures
<u>U.S. Department of Transportation</u>			
Passed through the State of California, Department of Transportation:			
Federal Highway Administration:			
Formula Allocation PL (Planning)	20.205	74A0810	\$ 1,488,645
Discretionary Grant - CMAQ	20.205	CMLNI-6087(069)	201,906
Discretionary Grant - RSTP	20.205	STPLNI-6087(067)	85,477
SP&R - Blueprint	20.205	74A0810	<u>53,752</u>
Total Federal Highway Administration			<u>1,829,780</u>
Federal Transit Administration (FTA):			
Urban Technical Studies (FTA 5303)	20.505	74A0810	<u>356,694</u>
Total Federal Transit Administration			<u>356,694</u>
Total Expenditures of Federal Awards			<u><u>\$ 2,186,474</u></u>

See accompanying notes to schedule of expenditures of federal awards.

**KERN COUNCIL OF GOVERNMENTS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents the activity of all federal award programs of the Kern Council of Governments (Council). The Council's reporting entity is defined in Note 1 of the Council's basic financial statements. All federal awards received directly from federal agencies as well as federal awards passed through from other government agencies are included on the Schedule of Expenditures of Federal Awards.

NOTE 2 – BASIS OF ACCOUNTING

The Schedule of Expenditures of Federal Awards reports expenditures on the modified accrual basis of accounting. Accordingly, expenditures represent amounts incurred during the fiscal year, which meet federal grant eligibility requirements.

NOTE 3 – INDIRECT COST RATE

The Council has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

OTHER REPORTS

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS
AND THE TRANSPORTATION DEVELOPMENT ACT**

To the Board of Directors
Kern Council of Governments
Bakersfield, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the Transportation Development Act, the financial statements of the governmental activities, the business-type activities, and each major fund of the Kern Council of Governments (the Council), as of and for the fiscal year ended June 30, 2022, and the related notes to the basic financial statements, which collectively comprise the Council's basic financial statements, and have issued our report thereon dated February 22, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Council's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control. Accordingly, we do not express an opinion on the effectiveness of the Council's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Council's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Council's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. Our audit was further made to determine that allocations made and expended by the Council were made in accordance with the Transportation Development Act as required by Sections 6661, 6664, 6666, and 6751 of Article 5.5 of the California Code of Regulations. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The Council is the recipient agency of Public Transportation Modernization, Improvement, and Service Account (PTMISEA) Program funds and State of Good Repair (SGR) funds for the cities of Kern County. As of June 30, 2022, PTMISEA and SGR funds received and claims paid to cities were verified in the course of our audit as follows:

For the Fiscal Year Ended June 30, 2022		
	PTMISEA	SGR
Balance - Beginning of Year	\$ 2,491	\$ 1,644,669
Receipts:		
Allocations	-	1,431,354
Interest Accrued July 1, 2021 Through June 30, 2022	25	14,577
Expenses:		
Related Expenses/Disbursements	-	1,639,958
Balance - End of Year	<u>\$ 2,516</u>	<u>\$ 1,450,642</u>

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Council's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Council's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
February 22, 2023

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH
MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER
COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Directors
Kern Council of Governments
Bakersfield, California

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited the Kern Council of Governments' (the Council) compliance with the types of compliance requirements identified as subject to audit in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the Council's major federal programs for the year ended June 30, 2022. The Council's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs.

In our opinion, the Council complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Council and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Council's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or agreements applicable to the Council's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Council's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Council's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with auditing standards generally accepted in the United States of America, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Council's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Council's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Council's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program, on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

BROWN ARMSTRONG
ACCOUNTANCY CORPORATION

Brown Armstrong
Accountancy Corporation

Bakersfield, California
February 22, 2023

FINDINGS AND RECOMMENDATIONS

**KERN COUNCIL OF GOVERNMENTS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE FISCAL YEAR ENDED JUNE 30, 2022**

1. Summary of Auditor's Results

Financial Statements:

Type of auditor's report issued: Unmodified

Internal control over financial reporting:

- Material weaknesses identified? No
- Significant deficiencies identified that are not considered to be material weaknesses? No

Noncompliance material to financial statements noted? No

Federal Awards:

Internal control over major programs:

- Material weaknesses identified? No
- Significant deficiencies identified that are not considered to be material weaknesses? No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with the Uniform Guidance? No

Identification of major program:

AL# 20.205 Highway Planning and Construction

Dollar threshold used to distinguish between Type A and Type B programs: \$750,000

Auditee qualified as low-risk auditee? Yes

2. Financial Statement Findings

None.

3. Status of Prior Year Findings and Questioned Costs

None.



III. F. KMAA

March 16, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Becky Napier
Deputy Director – Administration

SUBJECT: KERN MOTORIST AID AUTHORITY ITEM: III. F.
Reimbursable Letter of Agreement with the California Highway Patrol for Additional Safety
Related Enforcement during Inclement Weather

DESCRIPTION:

Staff was contacted by Lieutenant/Commander P. P. Etchebarne of the Fort Tejon Area of the California Highway Patrol (CHP) to provide enforcement dollars for additional safety related enforcement during inclement weather conditions.

DISCUSSION:

During a previous Board Meeting, staff was directed to continue working with the CHP countywide to provide a total of \$25,000 per fiscal year for additional enforcement during inclement weather conditions. Staff is working with Lieutenant/Commander Etchebarne of the Fort Tejon Area of the CHP to provide funding countywide to all four Kern County offices of the CHP.

As of the writing of this staff report the goal is to have one agreement that is managed by the Fort Tejon Area office.

Recently, Kern County received an inordinate amount of snow in the mountain areas. This attracts numerous people from the Los Angeles area to the Frazier Park area to “play” in the snow causing traffic related issues. The CHP is asking for funding assistance to help with overtime costs related to increased traffic control and enforcement. The term of the Agreement is from March 16, 2023 through April 30, 2023.

ACTION:

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

REIMBURSABLE LETTER OF AGREEMENT

CHP 465 (Rev. 12-20) OPI 071

THIS AGREEMENT, Reimbursable Services Control Log # R-22-430-0131 made and entered into this 16th day of March, 2023, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Kern Motorist Aid Authority (KMAA), hereinafter called KMAA.

WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.

1. Reimbursable services are to be provided when ☒ traffic control ☐ security services ☐ vehicle inspections ☐ other details for _____ are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Traffic Control.
2. The term of this Agreement will be 03/18/2023 to 04/30/2023.
3. The CHP coordinator shall be Adriaan Garcia, telephone number (661) 248-6655.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. KMAA agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants.
KMAA agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. KMAA shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands suits, and actions, or incurred in seeking indemnity or other recovery from KMAA thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. KMAA agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, KMAA agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. KMAA will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. KMAA agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) **cannot be notified** of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

11. KMAA agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, KMAA will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and KMAA will be charged at the current sergeant's pay. In the event of a rate increase, KMAA agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, KMAA agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to KMAA shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	_____ hrs.	@	\$ _____	\$ _____
Officer:	126.00 hrs.	@	\$ 113.58	\$ 14,311.08
Vehicle mileage:	700 miles	@	\$ 1.51	\$ 1,057.00
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
Total estimated cost:				\$ 15,368.08

Note: If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R, Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Administrative Procedures Manual, Chapter 6, Reimbursable Services)

18. COLLECTION OF ADVANCE DEPOSIT FOR A MOTION PICTURE/FILM.

A form of advance deposit shall be required before services can be performed. The advance deposit shall be made by the requesting party and hand delivered directly to the Statewide Film Media Relations Officer (FMRO) or to the on-scene command officer in-charge. The FMRO or on-scene command officer in-charge will approve, complete a CHP 230, Transmittal Record, and forward the advance deposit to Fiscal Management Section, Accounts Receivable.

- Amount of deposit collected: \$ _____
- Check number: _____
- Cash receipt number: _____
- Federal Tax Identification Number: _____

WITNESSETH: By and in consideration of the covenants and conditions herein contained,
KMAA and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA
Department of California Highway Patrol


Commander Signature 03/07/2023
Date

P. P. ETCHEBARNE
Printed Name

LIEUTENANT / COMMANDER
Title

FORT TEJON / 430
Location Code

For use by City/County Clerk, if applicable	
Approved as to form by	Date

REQUESTOR'S NAME

03/07/2023
Signature Date

Ahron Hakimi
Printed Name

Executive Director
Title

1401 19th Street, Suite 300
Address

Bakersfield CA 93301
City State Zip Code

(661) 635-2910
Telephone Number

BILLING INFORMATION

KERN MOTORIST AID AUTHORITY (KMAA)
Company Name

1401 19TH STREET, SUITE 300
Billing Address (The invoice or refund of advance deposit will be sent to this address)

BAKERSFIELD CA 93301
City State Zip Code

BECKY NAPIER (661) 635-2910
Contact Name Telephone Number

BNapier@kerncog.org
E-mail



IV. COG

March 16, 2023

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.

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

PRIMARY MEETING LOCATION

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

**SECONDARY MEETING LOCATION
TELECONFERENCING AVAILABLE**

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

TPPC/Kern COG Board

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- H. **Local Clearinghouse:**

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

Federal Agency: Bureau of Justice Assistance
Catalog No.: 16.833
Title: National Sexual Assault Kit Initiative Kern County Unsubmitted SAR 2023 Project.

Federal Funds: \$2,000,000.00

Total Funds: \$2,000,000.00

Applicant: County of Kern

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Ms. Lorelei H. Oviatt

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

Catalog No.: 14.231

Title: Emergency Solutions Grant

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

Federal Funds: \$399,859

Total Funds: \$399,859

Applicant: County of Kern

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Lorelei H. Oviatt

Federal Agency: US Department of Housing and Urban Development

Catalog No.: 14.239

Title: Home Investment Partnership Program

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

Federal Funds: \$2,166,644.00

Total Funds: \$2,516,644.00

Applicant: County of Kern

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Lorelei H. Oviatt

Federal Agency: US Department of Housing and Urban Development

Catalog No.: 14.218

Title: Community Development Block Grant

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

Federal Funds: \$4,652,524.00

Total Funds: \$4,812,524.00

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

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

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

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

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY: (None)

VII. MEETING REPORTS: (None)

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

- A. Warrant Register
- B. Timeline

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

X. CLOSED SESSION: None.

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

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for March 16, 2023

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

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

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

I. ROLL CALL:

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

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

Members Absent: Prout

Others: Albright, Peacock, Eager

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

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

Chairman Smith asked for public comments. There were none.

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

A. Approval of Minutes – February 16, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Program Supplement Agreement – Rideshare Program (Heimer)

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

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

Action: Accept and file reports. ROLL CALL VOTE.

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

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

G. Local Clearinghouse:

Applicant: White DJY, Inc.

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

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

Federal Funds: \$29,125

Total Funds: \$143,418

Applicant: Rosedale Chevron Inc.

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

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

Federal Funds: \$123,500

Total Funds: \$406,354

Applicant: City of Bakersfield

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

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

Federal Funds: \$10,000,000

Total Funds: \$15,190,000

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

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

IV. ELECTION OF OFFICERS (Napier)

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

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY: (None)

VII. MEETING REPORTS: (None)

VIII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

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

IX. MEMBER STATEMENTS:

X. CLOSED SESSION:

None.

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

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Linda Urata
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. D.
EV Ready Communities Agreement between Kern COG and California Clean Transportation LLC
as funded by the California Energy Commission ARV-20-0101

DESCRIPTION:

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

DISCUSSION:

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement with Kern COG by (1) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (2) increasing the matching fund requirement to \$833,377, (3) extending the term of the agreement to December 31, 2024, (4) revising the Scope of Work, and (5) revising the Schedule of Products.

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

Under the agreement, California Clean Transportation LLC will receive \$29,000 to complete administrative reporting requirements, to purchase and install four 11 kWh Level 2 chargers to support guest and employee electric vehicle charging at the Best Western Plus Taft Inn at 203 South 6th Street, Taft, CA. California Clean Transportation LLC will provide EV Charging Data and Analysis Reports. Additionally, California Clean Transportation LLC will conduct outreach activities, and participate in the development of the 2024 update to the 2019 EV Charging Station Blueprint. The start date for the agreement is April 20, 2023, and the termination date is October 31, 2024. California Clean Transportation LLC agrees to provide \$16,000 in matching funds against a total estimated project cost of \$45,000. If the total project cost exceeds \$45,000 California Clean Transportation will identify additional funding to complete the project. If the project comes in under budget, the costs will be split no less than 25% California Clean Transportation and no more than 75% EV Ready Community funding, with the remaining EV Ready Community funding reverting to Kern COG to fund other projects.

Staff requests approval of the agreement.

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

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

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

RECITALS:

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

(b) WHEREAS, Grantee and Kern COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of Kern County by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0; and

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

(d) WHEREAS, Grantee recognizes that Grantee will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to Kern COG; and

(e) WHEREAS, Kern COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to Kern COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by Kern COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010, and pay funds due to CITY as a subcontractor through this MOU.

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

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

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



AGREEMENT:

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

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

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

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

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

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

5. **Payments.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Insurance.** Grantee, in order to protect Kern COG and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Grantee actions in connection with the performance of Grantee obligations, as required in this Agreement, shall secure and maintain insurance

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

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

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

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

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

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

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

(4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. shall include an endorsement naming Kern COG and Kern COG's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

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

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

C. Cancellation of Insurance – All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Grantee in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Grantee (and any sub-contractors hired by Grantee) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

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

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

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

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Grantee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

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

monies obligated to Grantee pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Grantee agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Grantee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. **Termination.**

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

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

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

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

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

To Kern COG

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

To Grantee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kern Council of Governments

California Clean Transportation LLC

By _____
Chairman, Kern COG Board
"Kern COG"

By _____
Stephen Amstutz, CEO
"Grantee"

APPROVED AS TO CONTENT:
Kern Council of Governments

APPROVED AS TO FORM:
Attorney

By _____
Ahron Hakimi, Executive Director

By _____
Attorney

APPROVED AS TO FORM:
Office of the County Counsel

By _____
Brian Van Wyk, Deputy

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CCT Tasks	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3		Workforce Development and Support
4	X	Outreach
5		E-Bike Pilot
6		MioCar Electric Carshare Program
7	X	Data Collection and Analysis

KEY NAME LIST

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

GLOSSARY

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

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

Term/ Acronym	Definition
CTP	Clean Transportation Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
Recipient	An applicant awarded a grant under a California Energy Commission solicitation

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance, and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled “Electric Vehicle Ready Communities Phase II- Blueprint Implementation” under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC’s Notice of Proposed Awards on January 8, 2021, and the Revised Notice of Proposed Awards on September 13, 2021. GFO-19-603 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of Commission’s Award, the Commission’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

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

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

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

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

Goals of the Agreement:

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

Objectives of the Agreement:

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

Objectives of the Sub-Agreement:

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

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

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Project Manager and Accounting Administrative Assistant. The Recipient shall bring its Project Manager and any others they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
 - o Letter of Authorization from Firehouse Enterprises Inc. to Recipient

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

Recipient Products:

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

Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Monthly Progress Reports

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

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

The Recipient shall:

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

Recipient Products:

- Monthly Progress Reports

- Invoices; Retention Invoice

Task 1.3 Final Report

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

The objectives of the Final Report are to describe the project's purpose, approach, activities performed and results clearly and completely. The recipient will present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes of Kern COG and/or the CEC.

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

The Recipient shall:

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

Products:

- Final Report

Task 1.4 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Kern COG Project Manager with the first Monthly Report following the kick-off meeting. Match funds in the amount equaling a minimum 25% of the project cost were a part of the proposal that led to the CEC awarding this Agreement. Kern COG and the Recipient agree that the CEC funding award being passed through to the Recipient is \$70,000 and the 31.4% match will be \$32,000 for a total project cost of \$102,000. If the total project cost is lower than \$102,000 the match and CEC funding will be reduced proportionally. The maximum amount provided under this agreement is \$70,000. The Recipient will provide in the letter a list of the match funds that identifies the:
 - o Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - o Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

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

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

Task 1.5 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Project Manager with the first monthly report following the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - o A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - o The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager.
- As permits are obtained, send a copy of each approved permit to the Project Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Project Manager within 5 working days.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.6 Obtain and Execute Subcontracts

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

The Recipient shall:

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

Products:

- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

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

The Recipient shall:

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

- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state, and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C: CEC Terms and Conditions or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers if stations are open to the public. If the stations are for private use only, the site host may use alternative data collection devices sufficient to provide the required usage report information.
- Coordinate the placement of directional and/or on-site signage to the stations.
- If charging stations will be available to the public, list the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct at least two internal communications activities, which may include announcements to employees, company newsletters, training sessions.
 - o Provide outreach information in Spanish and English, when appropriate.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report, following the provided template.

Products:

- Site maps and design information for charging stations
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - o Photos of each site

- o Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report

TASK 3 Outreach

The first goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

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

The Recipient shall:

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

Products:

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

Monthly Reports

TASK 4 Data Collection and Analysis

The goal of this task is for Kern COG to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report.

The Recipient shall:

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

Products

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

EXHIBIT B

Schedule of Products and Due Dates

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

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

1. EXHIBIT C

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

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TERMS AND CONDITIONS

2. Grant Agreement

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

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

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

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

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

3. Documents Incorporated by Reference

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

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

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

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

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

Federal Acquisition Regulations (applicable to commercial organizations)

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

Nondiscrimination

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

General Laws

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

4. *Funding Limitations*

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

5. *Due Diligence*

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

6. *Products*

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

7. *Reports*

- a. Progress Reports

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

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

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

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

b. Final Reports

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

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

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

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

c. Rights in Reports

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

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

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

8. Publications - Legal Statement on Reports and Products

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

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

LEGAL NOTICE

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

9. Changes to the Agreement

a. **Procedure for Requesting Changes**

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

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

b. Approval of Changes

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

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

c. Personnel or Subcontractor Changes

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

1) Replacement of Key Personnel, Subcontractors, and Vendors

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

2) Assignment of New Personnel to an Existing Job Classification

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

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

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

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

4) Addition of job classifications and changes in hours.

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

10. Contracting and Procurement Procedures

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

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

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

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

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

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

All subcontracts must incorporate all of the following:

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

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

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

11. *Bonding and Insurance*

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

12. *Permits and Clearances*

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

13. *Equipment*

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

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

14. *Termination*

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

a. With Cause

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

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

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

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

15. Stop Work

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

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

16. Travel and Per Diem

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

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

17. Standard of Performance

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

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

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

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

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

18. Payment of Funds

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

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

a. Payment Requests

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

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

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

b. Documentation

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

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

c. Certification

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

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

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

d. Government Entity

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

e. Release of Funds

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

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

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

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

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

g. Retention

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

h. State Controller's Office

Payments are made by the State Controller's Office.

19. Fiscal Accounting Requirements

a. Accounting and Financial Methods

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

b. Retention of Records

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

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

c. Audits

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

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

d. Match Share Requirements

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

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

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

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

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

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

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

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

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

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

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

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

20. Indemnification

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

21. Workers' Compensation Insurance

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

22. General Provisions

- a. Governing Law

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

- b. Independent Capacity

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

- c. Assignment

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

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

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

f. Waiver

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

g. Assurances

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

h. Change in Business

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

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

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

i. Survival of Terms

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

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

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

23. *Certifications and Compliance*

a. Federal, State and Municipal Requirements

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

b. Nondiscrimination Statement of Compliance

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

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

c. Drug-Free Workplace Certification

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

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

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

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

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

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

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

24. Site Visits

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

25. Confidentiality

a. Information Considered Confidential

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

b. Confidential Deliverables: Labeling and Submitting Confidential Information

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

c. Submittal of Unanticipated Confidential Information as a Deliverable

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

d. Disclosure of Confidential Information

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

26. Budget Contingency Clause

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

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

27. Public Works -- Payment of Prevailing Wages

Generally Required by Law

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

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

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

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

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

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

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

or,

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

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

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

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

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

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

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

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

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

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

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

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

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

28. *Intellectual Property*

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

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

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

30. *Assembly Bill 841 (2020)*

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

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

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

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

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

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

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

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

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

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

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

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

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

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

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

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

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

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

22. Responsibilities and Costs for the Site Host:

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

Site Owner: California Clean Transportation

By: _____ (Signature)

Name: _____

Title: _____

Date: _____

Site Host:

By: _____ (Signature)

Name: _____

Title: _____

Date: _____

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

EXHIBIT A

INSERT SITE MAP HERE

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

EXHIBIT B



PAYMENT PROCESSING & FEES

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

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits



III. E. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Irene Enriquez
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. E.
CONTRACT WITH MOORE & ASSOCIATES TO CONDUCT TRIENNIAL
PERFORMANCE AUDIT

DESCRIPTION:

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

DISCUSSION:

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

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

1. Moore & Associates, Inc

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

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

ACTION

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

Attachments: Moore & Associates Contract

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS

AND

MOORE & ASSOCIATES, INC.

THIS CONTRACT, made and entered into this 20th day of April 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and Moore & Associates, Inc., hereinafter referred to as "Consultant."

RECITALS:

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

WHEREAS, Kern COG needs a consultant to assist in the preparation of the Metropolitan Bakersfield Long-Range Transportation Plan Update as further described in this contract; and

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

AGREEMENT:

I. Contract Organization and Content

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

II. Statement of Work

The work to be conducted by the Consultant is specified in the Scope of Work identified in the Consultant's proposal, dated February 24, 2023, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit "B," and Budget/Cost Proposal, attached hereto as Exhibit "C." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Irene Enriquez, Regional Planner
Consultant: Allison Moore, Corporate Secretary

III. Term

Time is of the essence in this contract. The term of this contract is March 16, 2023, through September 30, 2023, unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

Consultant services and reimbursements beyond September 30, 2023, are subject to the inclusion and funding agency approval of this project in Kern COG's 2023/2024 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP, provided that the Consultant will be compensated for all authorized services performed in accordance with the terms of this Agreement prior to termination.

IV. Assignability

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

V. Contract Changes

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

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

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$74,954.16 to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for the Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

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

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 1001.3 as identified on the FY 2023-24 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor: All direct labor, fringe, overhead, and fee charges should be billed by class of employee, rate per hour, and the number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the total budget). Consultant may request Kern COG approval of modifications to the direct labor or overhead so long as the total budget is not exceeded.
2. Other Direct Costs: All direct costs billed must be specifically identified. Any

travel costs may not exceed the current per diem and mileage rates established by the IRS. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

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

E. Allowable Costs and Documentation:

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

VII. Progress Reports

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

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

VIII. Inspection of Work

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

IX. Staffing

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

X. Subcontracting

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

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

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

B. Termination for Cause:

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

XII. Compliance with Laws, Rules, and Regulations

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

XIII. Conflict of Interest

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

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

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

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

XIV. Contingency Fees

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

XV. Copyrights

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

XVI. Publication

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

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

XVII. Disputes

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

XVIII. Hold Harmless

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

XIX. Insurance

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

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

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

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

any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.

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

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

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

the above-required coverages.

- G. General Liability, Auto Liability, and Umbrella/Excess Liability insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve the Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

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

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

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

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

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

XXI. Disadvantaged Business Enterprise (DBE)

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

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

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

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color,

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

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

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

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

Prompt Payment Clauses

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

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

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

XXII. Audits

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

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

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

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

OR

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

XXV. Venue

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

Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

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

XXVII. No Authority to Bind Kern COG

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

XXVIII. Nonwaiver

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

XXIX. Independent Contractor

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

XXX. Partial Invalidity

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

XXXI. Signature Authority

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

Signatures follow on next page.

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

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

Ahron Hakimi, Executive Director
Kern Council of Governments

Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM:

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel

Allison Moore
Moore & Associates, Inc.
Consultant

Exhibit “A”

Scope of Work

Detailed Scope of Work

Task 1: Project Implementation

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

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

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

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

Task 2: Data Collection

Subtask 2.1: Determine Compliance with Statutory and Regulatory Requirements

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

Subtask 2.2: Follow-Up on Prior Performance Audit Recommendations

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

Subtask 2.3: Verify Performance Indicators

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

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

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

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

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

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

Subtask 2.4: Review Operator/RTPA Functions

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

Operator Functions

General Management & Organization	Service Planning	Scheduling, Dispatch, & Operations	Personnel Management & Training	Administration	Marketing & Public Information	Maintenance
•Administrative Oversight •Organizational Structure & Reporting •Recent Program Changes & Innovations •Areas of Interest to Management & Board	•Strategic Planning •Short-Range Planning •Evaluation of Routes •Planning for Special Needs Transportation •Public Participation •Survey of Riders/Non-Riders	•Assignment of Drivers •Vacation, Absences, & Sick Leave •Assignment of Passengers to Demand-Response Routes •Part-Time and Cover Drivers •Assignment of Vehicles to Routes	•Recruitment •Motivation •Training & Safety •Discipline •Benefits	•Budgeting & MIS •Financial & Grants Management •Risk Management •Contract Management •Facility Management •Accounts Payable •Procurement •Revenue Collection & Cash Management •Payroll	•Marketing & Public Information •Communications with Other Government Agencies	•Preventive Maintenance •Sufficiency of Facility •Vehicle Condition •Repair Scheduling •Parts Management •Communications with Dispatch •Contracting Out •Providing Maintenance to Other Organizations

Our functional review of each transit operator may include:

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

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

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

RTPA Functions

Administration & Management	Transportation Planning & Regional Coordination	Claimant Relationships & Oversight	Marketing & Transportation Alternatives	Grant Applications & Management
•General Administration •Internal Planning & Achievements •Governing Board Activities •Personnel	•Regional Transportation Plan •RTP Topics •RTP Implementation •Information Generation & Distribution •Information Collection	•Technical & Managerial Assistance to Operators •Communication of TDA Reporting •Information & TDA Claim Processing	•Marketing & Public Relations •Public Information & Transportation Alternatives	•Grant Applications & Coordination •Grant Application Assistance •Grant Management & Compliance

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

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

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

Task 3: Final Reports/Deliverables

Subtask 3.1: Draft and Final Reports

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

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

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

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



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

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

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

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

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

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

Exhibit “B” Project Timeline

Preliminary Project Schedule

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

Rectangular shape

Exhibit "C"

Project Budget

BUDGET AND COST SCHEDULE

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

Direct Costs

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

Subconsultants

Subconsultants		Total Cost
Subconsultants Subtotal		\$0.00

PROPOSAL GRAND TOTAL		\$74,954.16

Cost Breakdown

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

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

Project Labor-Hour Allocations

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

Cost Breakdown by Milestone

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

Exhibit D

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

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

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

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

(Consultant)

Date



III. F. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Fasika P. Montalvo,
Administrative Assistant

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

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

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

Financial Plan

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

Overall Work Program

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

The revision is detailed below.

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

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

Kern Council of Governments

FINANCIAL PLAN SUMMARY
FY 2022-2023

Revised: April 7, 2023

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

SCHEDULE OF FY 2022-2023 OVERALL WORK PROGRAM AMENDMENTS

Revised: April 7, 2023

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

FY 2022-2023 Overall Work Program:
SUMMARY FINANCIAL TABLE (Revised: April 6, 2023)

Funding Source	FTA	FTA	FTA	FTA	FHWA	FHWA	FHWA	FHWA	FHWA	Caltrans	STIP PPM	SB-1 22-23	SB-1 21-22 Caryover	HCD	CARB	CEC	Toll Credits*	Regional	Regional	Regional	Local	TOTAL BUDGET																									
	SEC.5304	SEC.5303	SEC.5303	SEC.5303	PL	PL	RSTP	CMAQ	SPR	ATP								Planning	Planning	Planning	Contracts																										
	Rural 89/11 (4)	MPO (5)	MPO Caryover 20-21	MPO Caryover 21-22	89/11 (7)	Caryover 20-21	Caryover 21-22	(9)	(10)	(10a)								(11a)	(11b)	(11e)	(12a)		(12c)	(12d)	Match	Non-match	Total																				
Cost Sharing (grantor % / KCOG %)	Fednotes																	(13)	(14)																												
Air Quality Modeling/Transportation Management	101.1	\$	44,350			\$	44,351										\$	10,174	\$	-	\$	-	\$	88,701																							
Environmental Review and Monitoring Program	102.1	\$	17,461			\$	15,060										\$	3,730	\$	-	\$	-	\$	32,521																							
Community and Environmental Inventory Mapping System	201.1	\$	195,697	\$	6,229	\$	224,087	\$	48,405	\$	24,665						\$	54,416	\$	-	\$	9,544	\$	508,627																							
Mapping Services and Technical Support	201.2																\$	-	\$	-	\$	-	\$	-																							
2022-2023 Sustainable Communities Public Participation	203.1B											\$	90,701	\$	2,781		\$	-	\$	11,751	\$	1	\$	11,752	\$	105,234																					
2022-2023 Sustainable Communities Performance Measures	203.2B											\$	54,804				\$	-	\$	7,100	\$	-	\$	7,100	\$	61,904																					
2022-2023 Sustainable Communities Mobility Innovations and Incentives Planning	203.3B											\$	96,588				\$	-	\$	12,514	\$	-	\$	12,514	\$	109,102																					
2022-2023 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4B											\$	147,737	\$	5,946		\$	-	\$	19,141	\$	-	\$	19,141	\$	172,824																					
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5														\$	538,117	\$	-	\$	-	\$	-	\$	-	\$	538,117																					
SJV Household Travel Survey	203.6																\$	-	\$	-	\$	166,236	\$	166,236	\$	166,236																					
Regional Transportation Plan/Congestion Management Process	601.1	\$	82,558			\$	125,433				\$	80,000					\$	23,857	\$	-	\$	-	\$	-	\$	287,991																					
RTP/CIP Financial Element	601.2					\$	70,699										\$	8,109	\$	-	\$	-	\$	-	\$	70,699																					
Regional Transportation Community Survey & Outreach	601.3					\$	98,174				\$	75,000					\$	11,261	\$	-	\$	-	\$	-	\$	173,174																					
Federal Performance Measures Data and Analysis	601.4					\$	52,746										\$	6,050	\$	-	\$	-	\$	-	\$	52,746																					
Transportation Improvement Program	602.1					\$	213,087	\$	31,022	\$	68,244						\$	27,999	\$	-	\$	84,732	\$	84,732	\$	397,085																					
Project Planning & Development Assistance for Federal-Aid Projects	602.2					\$	258,459			\$	37,640						\$	29,645	\$	-	\$	-	\$	-	\$	296,099																					
Transportation Systems Monitoring and Coordination	603.1					\$	54,232										\$	6,220	\$	-	\$	-	\$	-	\$	54,232																					
Traffic Count Program	603.2									\$	79,677						\$	-	\$	10,323	\$	3,997	\$	14,320	\$	93,997																					
Mobility Innovations and Incentives	603.3					\$	41,768			\$	19,189						\$	4,791	\$	-	\$	-	\$	-	\$	60,957																					
Kern Electric Vehicle (EV) Blueprint	603.4																\$	1,212,035	\$	-	\$	-	\$	-	\$	1,212,035																					
MD&HD Zero-Emission Vehicle Infrastructure	603.5																\$	102,894	\$	-	\$	-	\$	-	\$	102,894																					
Regional Travel Demand Model Maintenance	604.1					\$	181,779			\$	188,718						\$	20,850	\$	-	\$	-	\$	-	\$	370,497																					
Regional Growth Forecast Model Data & Analysis	604.2					\$	56,793										\$	6,514	\$	-	\$	-	\$	-	\$	56,793																					
Regional Travel Demand Model Analysis	604.3					\$	37,291			\$	4,277						\$	477	\$	-	\$	-	\$	-	\$	37,291																					
Corridor/Major Investment/Impact Studies	605.1					\$	7,382										\$	847	\$	-	\$	-	\$	-	\$	7,382																					
Transit, Aviation and Passenger Rail Planning	606.1	\$	64,532	\$	22,445	\$	87,125	\$	7,479								\$	17,395	\$	-	\$	-	\$	-	\$	181,581																					
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$	300,000														\$	-	\$	-	\$	9,459	\$	9,459	\$	29,426	\$	338,885																			
Kern Rural Transit Consolidation Strategy	606.6																\$	-	\$	-	\$	-	\$	-	\$	-																					
Active Transportation and Complete Streets Program	608.1					\$	51,022		\$	-							\$	5,852	\$	-	\$	-	\$	-	\$	88,946																					
ATP C5 Safe Routes for Cyclists	608.2										\$	601,356					\$	-	\$	25,840	\$	-	\$	25,840	\$	627,196																					
Transportation Demand Management	609.1										\$	222,148					\$	-	\$	28,782	\$	15,342	\$	44,124	\$	266,272																					
Freight Planning	610.1					\$	62,383										\$	7,155	\$	-	\$	-	\$	-	\$	62,383																					
Phase II KARGO Sustainability Study	610.2										\$	190,259					\$	-	\$	63,476	\$	26,512	\$	89,988	\$	280,247																					
I-5 Freight ZERO Pilot Study	610.3																\$	-	\$	-	\$	-	\$	-	\$	-																					
Grant Writing	801.1																\$	-	\$	-	\$	37,604	\$	37,604	\$	37,604																					
Regional Technical Assistance	902.1											\$	73,000				\$	-	\$	-	\$	12,557	\$	12,557	\$	85,557																					
Information and Data Management	903.1					\$	48,180		\$	51,485							\$	5,526	\$	-	\$	-	\$	-	\$	99,665																					
Interregional Transportation Coordination	904.1					\$	52,596		\$	21,484							\$	6,033	\$	-	\$	-	\$	-	\$	146,080																					
Local Clearinghouse Review Program	904.2																\$	-	\$	-	\$	5,023	\$	5,023	\$	5,023																					
Local Reimbursement	1001.1																\$	-	\$	-	\$	112,457	\$	112,457	\$	112,457																					
Legislative Program	1001.2																\$	-	\$	-	\$	55,283	\$	55,283	\$	55,283																					
Transportation Development Act (TDA) Program	1001.3																\$	-	\$	-	\$	250,082	\$	250,082	\$	250,082																					
Information Services and Tribal Consultation	1001.4					\$	69,324		\$	62,750							\$	7,951	\$	-	\$	-	\$	-	\$	132,074																					
Overall Work Program (OWP) Development and Monitoring	1001.5																\$	-	\$	-	\$	288,670	\$	288,670	\$	288,670																					
KMAA System Administration and Operations	2001.1																\$	-	\$	-	\$	-	\$	28,470	\$	28,470																					
511 System Administration and Operations	2002.1																\$	-	\$	-	\$	-	\$	56,270	\$	56,270																					
SUBTOTAL		\$	300,000	\$	404,598	\$	6,229	\$	22,445	\$	1,851,971	\$	79,427	\$	481,654	\$	79,677	\$	222,148	\$	190,259	\$	601,356	\$	300,000	\$	389,830	\$	8,727	\$	538,117	\$	37,924	\$	1,314,929	\$	268,653	\$	178,928	\$	1,077,499	\$	1,256,427	\$	114,166	\$	8,199,880
CARRYOVER FUNDS		\$	-	\$	-	\$	6,229	\$	22,445	\$	-	\$	79,427	\$	481,654	\$	-	\$	-	\$	190,259	\$	601,356	\$	-	\$	-	\$	8,727	\$	538,117	\$	37,924	\$	-	\$	-	\$	131,705	\$	-	\$	-				
FY 2022-23 FINAL FUNDS		\$	300,000	\$	404,598	\$	-	\$	-	\$	1,851,971	\$	-	\$	79,677	\$	222,148	\$	-	\$	-	\$	-	\$	300,000	\$	389,830	\$	-	\$	-	\$	-	\$	1,314,929	\$	-	\$	-	\$	1,124,722	\$	114,166	\$	-		
SUBTOTAL		\$	300,000	\$	404,598	\$	6,229	\$	22,445	\$	1,851,971	\$	79,427	\$	481,654	\$	79,677	\$	222,148	\$	190,259	\$	601,356	\$	300,000	\$	389,830	\$	8,727	\$	538,117	\$	37,924	\$	1,314,929	\$	-	\$	-	\$	1,256,427	\$	114,166	\$	-		
		\$	-	\$	0	\$	-	\$	(0)	\$	0	\$	-	\$	-	\$	0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	0	\$	-	\$	-				

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

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

RESOLUTION 23-10

In the matter of:

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

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

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

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

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

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

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

AUTHORIZED AND SIGNED THIS 20th DAY OF APRIL 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Bob Smith, Chair
Kern Council of Governments

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

Ahron Hakimi,
Executive Director
Kern Council of Governments

Date: _____



III. G. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Linda Urata
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. G.
EV Ready Communities Agreement between Kern COG and California Clean Transportation LLC
as funded by the California Energy Commission ARV-20-0101

DESCRIPTION:

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

DISCUSSION:

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement with Kern COG by (1) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (2) increasing the matching fund requirement to \$833,377, (3) extending the term of the agreement to December 31, 2024, (4) revising the Scope of Work, and (5) revising the Schedule of Products.

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

Under the agreement, California Clean Transportation LLC (CCT) will receive \$70,000 to complete administrative reporting requirements, to purchase and install one 60KW DC Fast Charger, and two 11kWh Level 2 Chargers to support public and employee charging of electric vehicles at Tony's Firehouse Grill and Pizza in Bakersfield, CA. CCT will provide EV Charging Data and Analysis Reports. Additionally, CCT will conduct outreach activities, and participate in the development of the 2024 update to the 2019 EV Charging Station Blueprint. The start date for the agreement is April 20, 2023, and the termination date is October 31, 2024. CCT agrees to provide \$32,000 in matching funds against a total estimated project cost of \$102,000. If the total project cost exceeds \$102,000 CCT will identify additional funding to complete the project. If the project comes in under budget, the costs will be split 68.6% CCT and 31.4% EV Ready Community funding, with the remaining EV Ready Community funding reverting to Kern COG to fund other projects.

Staff requests approval of the agreement.

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

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

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

RECITALS:

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

(b) WHEREAS, Grantee and Kern COG recognize that the installation of electric vehicle charging stations to support the deployment of electric vehicles and/or equipment will benefit the citizens of Kern County by providing much-needed funding and by reducing transportation-related air pollution, improving the local air quality in or near a Disadvantaged Community (DAC) identified in CalEnviroscreen 3.0; and

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

(d) WHEREAS, Grantee recognizes that Grantee will (a) carry out the scope of work and schedule, (b) participate in program management meetings, (c) demonstrate evidence of matching funds and (d) send reports and invoices to Kern COG; and

(e) WHEREAS, Kern COG will in turn carry out its responsibilities under the CEC Agreement ARV-20-2010 and that that grant funding awarded to Kern COG to implement the 2019 Kern Region Electric Vehicle (EV) Blueprint will be invoiced by Kern COG to CEC per the schedule and scope of work for CEC Agreement ARV-20-010, and pay funds due to CITY as a subcontractor through this MOU.

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

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

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

AGREEMENT:

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

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

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

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

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

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

5. **Payments.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Insurance.** Grantee, in order to protect Kern COG and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Grantee actions in connection with the performance of Grantee obligations, as required in this Agreement, shall secure and maintain insurance as described below. Grantee shall not perform any work under this Agreement until Grantee has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by Kern COG. Grantee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by Grantee or Kern COG as an additional insured.

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

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

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

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

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

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

(4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. shall include an endorsement naming Kern COG and Kern COG's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

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

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

C. Cancellation of Insurance – All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Grantee in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Grantee (and any sub-contractors hired by Grantee) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

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

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

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

G. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Grantee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

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

Agreement and obtain damages from Grantee resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Grantee, Kern COG shall deduct from sums due to Grantee any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Grantee pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Grantee agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Grantee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

13. **Termination.**

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

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

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

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

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

To Kern COG

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

To Grantee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kern Council of Governments

California Clean Transportation LLC

By _____
Chairman, Kern COG Board
"Kern COG"

By _____
Stephen Amstutz, CEO
"Grantee"

APPROVED AS TO CONTENT:
Kern Council of Governments

APPROVED AS TO FORM:
Attorney

By _____
Ahron Hakimi, Executive Director

By _____
Attorney

APPROVED AS TO FORM:
Office of the County Counsel

By _____
Brian Van Wyk, Deputy

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CCT Tasks	Task Name
1	X	Administration
2	X	Electric Vehicle Charging Station Installation
3		Workforce Development and Support
4	X	Outreach
5		E-Bike Pilot
6		MioCar Electric Carshare Program
7	X	Data Collection and Analysis

KEY NAME LIST

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

GLOSSARY

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

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

Term/ Acronym	Definition
CTP	Clean Transportation Program
CPR	Critical Project Review
EV	Electric Vehicle. A broad category that includes all vehicles that are fully powered by electricity or an electric motor.
EVITP	Electric Vehicle Infrastructure Training Program
EVSE	Electric Vehicle Supply Equipment. Infrastructure designed to supply power to EVs. EVSE can charge a wide variety of EVs including BEVs and PHEVs.
FTD	Fuels and Transportation Division
Kern COG	Kern Council of Governments
Recipient	An applicant awarded a grant under a California Energy Commission solicitation

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Clean Transportation Program, formerly known as the Alternative and Renewable Fuel and Vehicle Technology Program. The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the Clean Transportation Program through January 1, 2024. The Clean Transportation Program has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance, and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

On August 12, 2020, the CEC released a Grant Solicitation and Application Package entitled “Electric Vehicle Ready Communities Phase II- Blueprint Implementation” under the Clean Transportation Program. This competitive grant solicitation was for Phase II of a two-phase effort to implement projects developed and identified in Phase I, Blueprint Development, of the Electric Vehicle Ready Communities Challenge. In response to GFO-19-603, the Recipient submitted application #7 which was proposed for funding in the CEC’s Notice of Proposed Awards on January 8, 2021, and the Revised Notice of Proposed Awards on September 13, 2021. GFO-19-603 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of Commission’s Award, the Commission’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction transportation technologies. According to CalEnviroScreen 3.0, 81-90% of the County qualify as Disadvantaged Communities (DACs). DACs generally lack private investment and the capacity to develop, fund, and manage clean transportation projects on their own.

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

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

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

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

Goals of the Agreement:

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

Objectives of the Agreement:

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

Objectives of the Sub-Agreement:

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

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

TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Project Manager shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Project Manager and Accounting Administrative Assistant. The Recipient shall bring its Project Manager and any others they deem appropriate.
- Discuss the following administrative and technical aspects of this Agreement:
 - o Letter of Authorization from Firehouse Enterprises Inc. to Recipient

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

Recipient Products:

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

Project Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Monthly Progress Reports

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

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

The Recipient shall:

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

Recipient Products:

- Monthly Progress Reports

- Invoices; Retention Invoice

Task 1.3 Final Report

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

The objectives of the Final Report are to describe the project's purpose, approach, activities performed and results clearly and completely. The recipient will present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the project management processes of Kern COG and/or the CEC.

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

The Recipient shall:

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

Products:

- Final Report

Task 1.4 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of CEC funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Kern COG Project Manager with the first Monthly Report following the kick-off meeting. Match funds in the amount equaling a minimum 25% of the project cost were a part of the proposal that led to the CEC awarding this Agreement. Kern COG and the Recipient agree that the CEC funding award being passed through to the Recipient is \$70,000 and the 31.4% match will be \$32,000 for a total project cost of \$102,000. If the total project cost is lower than \$102,000 the match and CEC funding will be reduced proportionally. The maximum amount provided under this agreement is \$70,000. The Recipient will provide in the letter a list of the match funds that identifies the:
 - o Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
 - o Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Project Manager if during the course of the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

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

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

Task 1.5 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the CEC budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Project Manager with the first monthly report following the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
 - o A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies
 - o The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Project Manager.
- As permits are obtained, send a copy of each approved permit to the Project Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Project Manager within 5 working days.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.6 Obtain and Execute Subcontracts

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

The Recipient shall:

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

Products:

- Final subcontracts

TECHNICAL TASKS

TASK 2 Electric Vehicle Charging Station Installation

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

The Recipient shall:

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

- Deliver site maps and design project details, including complete schematics on the EV charging station site and electrical design.
- Obtain any required permits and comply with all applicable federal, state, and municipal laws, rules, codes, and regulations.
- Ensure charger installation is performed and overseen by a qualified and licensed contractor in accordance with all local, state, and federal codes as well as permitting and inspection requirements.
- Submit an AB 841 Certification that certifies the project has complied with all AB 841 (2020) requirements specified in Exhibit C: CEC Terms and Conditions or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by Recipient's authorized representative.
- Submit Electric Vehicle Infrastructure Training Program (EVITP) Certification Numbers of each Electric Vehicle Infrastructure Training Program certified electrician that installed electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if AB 841 requirements do not apply to the project.
- Ensure the chargers remain in service at the project sites for at least 5 years after installation. Maintain a network service agreement for the chargers if stations are open to the public. If the stations are for private use only, the site host may use alternative data collection devices sufficient to provide the required usage report information.
- Coordinate the placement of directional and/or on-site signage to the stations.
- If charging stations will be available to the public, list the station on the US Department of Energy Alternative Fuel Data Center Station Locator, www.afdc.energy.gov (including mobile apps for Apple and Android devices). Make chargers and sites available for follow-up inspection if requested by the CEC.
- Conduct at least two internal communications activities, which may include announcements to employees, company newsletters, training sessions.
 - o Provide outreach information in Spanish and English, when appropriate.
- Deliver proof of operational charging equipment and installed signage including photos of each site.
- Write and submit semi-annual Electric Vehicle Supply Equipment (EVSE) usage report, following the provided template.

Products:

- Site maps and design information for charging stations
- Proof of operational charging equipment and installed signage, including, but not limited to:
 - o Photos of each site

- o Proof of charger availability via the Alternative Fuels Data Center Station Locator tool
- AB 841 Certification and EVITP Certification Numbers
- Outreach materials, photos, presentations, agendas, minutes
- Semi-annual EVSE usage report

TASK 3 Outreach

The first goal of this task is to support the market for zero emission vehicles by communicating the outcomes of this project to a variety of audiences and providing them with education materials and resources for installing charging stations.

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

The Recipient shall:

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

Products:

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

Monthly Reports

TASK 4 Data Collection and Analysis

The goal of this task is for Kern COG to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in regular progress reports and the Final Report.

The Recipient shall:

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

Products

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

EXHIBIT B

Schedule of Products and Due Dates

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

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

1. EXHIBIT C

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

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TERMS AND CONDITIONS

2. Grant Agreement

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

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

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

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

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

3. Documents Incorporated by Reference

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

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

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

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

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

Federal Acquisition Regulations (applicable to commercial organizations)

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

Nondiscrimination

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

General Laws

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

4. *Funding Limitations*

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

5. *Due Diligence*

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

6. *Products*

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

7. *Reports*

- a. Progress Reports

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

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

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

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

b. Final Reports

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

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

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

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

c. Rights in Reports

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

d. Failure to Comply with Reporting Requirements

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

8. Publications - Legal Statement on Reports and Products

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

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

LEGAL NOTICE

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

9. Changes to the Agreement

a. Procedure for Requesting Changes

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

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

b. Approval of Changes

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

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

c. Personnel or Subcontractor Changes

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

1) Replacement of Key Personnel, Subcontractors, and Vendors

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

2) Assignment of New Personnel to an Existing Job Classification

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

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

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

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

4) Addition of job classifications and changes in hours.

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

10. Contracting and Procurement Procedures

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

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

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

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

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

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

All subcontracts must incorporate all of the following:

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

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

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

11. *Bonding and Insurance*

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

12. *Permits and Clearances*

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

13. *Equipment*

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

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

14. *Termination*

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

a. *With Cause*

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

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

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

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

15. Stop Work

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

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

16. Travel and Per Diem

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

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

17. Standard of Performance

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

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

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

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

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

18. Payment of Funds

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

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

a. Payment Requests

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

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

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

b. Documentation

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

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

c. Certification

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

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

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

d. Government Entity

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

e. Release of Funds

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

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

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

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

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

g. Retention

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

h. State Controller's Office

Payments are made by the State Controller's Office.

19. Fiscal Accounting Requirements

a. Accounting and Financial Methods

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

b. Retention of Records

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

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

c. Audits

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

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

d. Match Share Requirements

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

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

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

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

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

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

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

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

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

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

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

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

20. Indemnification

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

21. Workers' Compensation Insurance

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

22. General Provisions

- a. Governing Law

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

- b. Independent Capacity

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

- c. Assignment

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

- d. Timeliness

Time is of the essence in this Agreement.

- e. Unenforceable Provision

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

f. Waiver

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

g. Assurances

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

h. Change in Business

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

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

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

i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"

- “Audit”
- “Indemnification”
- “Fiscal Accounting Requirements”

23. *Certifications and Compliance*

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- e. Americans with Disabilities Act
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

25. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

26. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

27. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

28. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

29. *Commission Remedies for Recipient's Non-Compliance*

Without limiting any of its other remedies, the Commission may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

30. *Assembly Bill 841 (2020)*

By signing this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with this section. AB 841 (Ting, 2020) added Public Utilities Code (PUC) section 740.20, which requires Electric Vehicle Infrastructure Training Program (EVITP) certification to install electric vehicle charging infrastructure and equipment for work performed on or after January 1, 2022, subject to certain exceptions. As a policy matter, the CEC is applying the EVITP certification requirements to project work funded under this Agreement, regardless of whether it might be performed prior to January 1, 2022, unless an exception applies.

Therefore, applying PUC 740.20 EVITP requirements to this Agreement means that all electric vehicle charging infrastructure and equipment located on the customer side of the electrical meter shall be installed by a contractor with the appropriate license classification, as determined by the Contractors' State License Board, and at least one electrician on each crew, at any given time, who holds an EVITP certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- (1) Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
- (2) Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
- (3) Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

This Agreement ("Agreement"), effective as of this 20th day of March, 2023 (the "Effective Date"), is entered into by and between "California Clean Transportation", ("Site Owner") a California Limited Liability Company, having an office and place of business at 1527 19th St. UNIT 410, Bakersfield, CA 93301 & _____ ("Site Host"), owning the property at _____ ("Host Site"). Collectively, California Clean Transportation and 5016 Cal Partners. are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, the Site Host desires to have electric vehicle charging stations installed at the Host Site using funds granted to California Clean Transportation (CCT) for the purchase, design, installation and maintenance of electric vehicle charging stations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date of this signed agreement and ends three years from the first day of operation of the electric vehicle charging infrastructure.
2. **Buyout.** Upon the completion of the 3 year term indicated above in #1, Site Host will have the option to buyout all EV charging equipment from the Site Owner for fair market value of the charging units.
3. **Management Agreement after Term:** CCT will offer a management agreement to 5016 Cal Partners after the three year term has expired and the buyout is optioned by the Site Host. The management agreement will be outlined in a separate agreement.
4. **Option to Extend, Buyout or Cancel.** Site Host will have the option to extend the agreement for an additional 3 years from the conclusion of the initial term of the agreement, elect to exercise a buyout per #2 or cancel the agreement.
5. **Equipment.** (8) Noodoe 7KW AC7LC Level 2 & (2) Noodoe EV AC11P 11KW Commercial Charging Stations ("Station") will be installed at the Host Site under this Project.
6. **Utility Cost.** Site host will be responsible for paying all utility or power costs associated with the charging stations installed at host site.
7. **Warranty.** Each Station comes with a 2 year Limited Product Warranty on parts only. Site Owner will pay for the repair of the Station for product malfunction that was not caused by neglect on behalf of the Site Host or it's employees or subcontractors.
8. **Installation.** California Clean Transportation will at times subcontract with a licensed ("Installer") to install the electric vehicle charging stations at the Host Site. Final electrical connection of the Station may only be performed by this certified Installer. Other installation work prior to the final electrical connection of the Station to power can be performed by Installer or the Site Owner in collaboration with the Installer. The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, pedestal, tire stop, curb, or an elevated wall-mount) is required and signage is strongly encouraged. Responsibilities and Costs are as stated in Section 20.

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

9. **Access to Host Site and Station.** The Site Host shall provide adequate access of the Host Site and Station when needed for maintenance or repair. Such access must be consistent with the purpose of the Project and ongoing maintenance. Site Owner or the Installer will attempt to give the Site host a minimum of 24 hours notice prior to completing any visit to the Host Site; however, factors outside of Site Owner or the Installer's control may not always permit this.
10. **Network Access.** Site Owner will receive, for use with the Station provided by this Project, a Noodoe network subscription that will expire at the conclusion of this Agreement. The Site Owner will be responsible to pay for the station connection to the Noodoe Network at all times that power is available from Utility company.
11. **Access to Information.** Site Host acknowledges that the site owner will be collecting Station usage data, including charge event information ("Data"), such as when a charge event occurs, energy transferred during the charge event, duration of the plug-in event, and duration of the charging period. All information will be reported to the agencies who granted funds for the charging infrastructure. No customer information will be made public or sold to a third party for marketing purposes by the site owner.
12. **Operation and Maintenance.** Site Owner shall take reasonable measures to ensure the Station, and the facility in which it is located, shall be kept operational, well lit, clean and in good repair. Site Host shall promptly call California Clean Transportation customer service to arrange for the repair of any non-functioning charging port on the Station.
13. **Publicity.** Site Host shall provide CCT with unlimited rights to take, use and publish photographs of the Stations at the Host Site which may be included on printed materials or posted on the CCT websites.
14. **Ownership.** Title to the EV Charging Station Equipment will remain with the Site Owner for the duration of the term. After the term is concluded, the site host will have the option to purchase all of the charging stations from CCT for fair market value. Fair market value will be established by a mutually agreed upon third party auditor.
15. **Payment Processing:** The terms related to payment processing are outlined in Exhibit B listed at the bottom of this agreement.
16. **No Right to Remove, Move or Sell the Station.** The Station may not be sold, retired, disposed of, removed or moved from its place of installation, prior to the conclusion of this Agreement, without the prior written consent of CCT and the site host.
17. **Failure to Comply with Terms of the Program.** In the event that Site Host fails to comply with any term in this Agreement, California Clean Transportation shall provide a notice requesting that the Site Host address the issue to comply with the Agreement terms. If Site Host is not in compliance with the Agreement terms within thirty (30) calendar days of receiving a notice from California Clean Transportation reserves the right to repossess the Station provided under the Project.
18. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by California Clean Transportation and the Site Host.

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

19. **Waiver.** Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of California Clean Transportation and the Site Host. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
20. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, California and federal laws and regulations.
21. **Assignment.** Site Host may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of California Clean Transportation. If the Site host sells the Host Site during the term of this agreement then all agreements between parties will transfer to the new owner of the Host Site
22. **Requirements.** The following requirements are imposed upon the Site Host and Site Owner.
- Site Host and Site Owner must approve the proposed location for the installation of EV charging station infrastructure prior to the installation. (See Exhibit A)
 - As part of the Station installation and provisioning, the site owner must collaborate with the Installer to complete:
 - i. Approval and permit from local agencies and utilities when required of the installation prior to commencement of installation.
 - i. Confirmation by site owner or designee that he/she has been trained in the installation, operation, care and use of the Station by the California Evitp program and Noodoe's charging installation and maintenance training.
 - ii. Adequate security and monitoring measures will be taken by both the site host and site owner. Site host maintain existing CCTV camera systems for the Host Site. Site owner may, at their own expense take enhanced security measure if they deem necessary during the agreement period to further protect the EV charging equipment.
 - iii. Site Owner agrees to assume all responsibility for theft and vandalism to the EV charging infrastructure during the term period.
 - iv. 24 hour access to the charging stations are available to the public to charge their vehicle if the the charging station is in use. All vehicles parked in the lot in EV charging areas and are not charging their Electric vehicles will be subject to being impounded at their own expense.

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

- Site Owner acknowledges and agrees that Site Host shall have no liability to the Site Owner relating to the installation and maintenance of the charging stations. Site Owner will maintain liability insurance for its employees with a minimum of \$1,000,000 per occurrence and will assure that all subcontractors, installers or maintenance contractors maintain their own liability insurance at all times during the installation and maintenance period.
- Site Host and Site Owner shall, at its sole cost and expense, throughout the term of the Agreement maintain insurance in the following types: general liability insurance for bodily injury liability, including death incurred in connection with the performance of the Agreement, with minimum limits of, \$1,000,000 in respect of
- claims arising out of personal injury, sickness or death in any one accident or disaster.
- Site Host shall permit California Clean Transportation and Noodoe signage at mutual agreed upon area within 10 feet of the Charging Infrastructure.

21. Indemnification. Site Host and California Clean Transportation agree to indemnify and hold each other, and the officers, directors, trustees, employees, agents and affiliates of each other harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, attorneys' fees) suffered or incurred by the indemnified parties and/or third parties resulting from or arising out of either party's negligent or intentional acts which result in damage to property or injury to person.

22. Responsibilities and Costs for Site Owner. The EV charging infrastructure being installed at Host site will be subsidized using state and local grants. Site Owner agrees to pay for all the EV charging infrastructure listed below during the period of the agreement. The following costs will be incurred exclusively by the Site Owner.

- (8) Noodoe 7KW Model number AC7LC Level 2 Charging Stations
- (2) Noodoe 11 KW Model number EV AC11P Level 2 Charging Stations
- (6) Commercial Pedestals and cable management system for holding the charging stations in place including shipping.
- Noodoe network subscription from installation date to the end of this Agreement (3 year term).
- Site validation and station activation (Noodoe Requirements)
- All Permitting, design and installation costs.

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

22. Responsibilities and Costs for the Site Host:

- Site Host must provide: Proof of Ownership of the Building and or Parking Lots where the charging infrastructure is located.
- Proof of an existing security system.
- Proof of payment with the Utilities for the Electricity needed to operate the Station.
- Ongoing monthly payment of the Utility bills during the term period of this agreement.

Site Owner: California Clean Transportation

By: _____ (Signature)

Name: _____

Title: _____

Date: _____

Site Host:

By: _____ (Signature)

Name: _____

Title: _____

Date: _____

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

EXHIBIT A

INSERT SITE MAP HERE

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits

EXHIBIT B



PAYMENT PROCESSING & FEES

- **Property Owner will set pricing per KWH based on what they want their mark up to be on top of the price of energy from the utility.**
- **CCT & Noodoe will work with Property Owner to program the mark up per KWH for each charging session. This rate will fluctuate depending on the time of day used by the customer.**
- **EV Software/Hardware company Noodoe will receive \$1.00 per session as a software processing fee and providing a 24 customer service line. This \$1.00 per session fee will deducted from the daily revenue and passed on directly to the customer.**
- **CCT will receive \$1.00 per charging session at the onset of charging. This service fee will be a base rate that automatically deducts from every customer session who charges their EV at on a Noodoe port. Site Host will not pay this fee. This fee will be passed on to the customer.**
- **Credit card processing company Stripe charges a 3% processing fee per transaction.**
- **The Stripe transaction charge will not be deducted from owner or site hosts share of revenue. This fee is passed on to the consumer.**
- **All property owners will receive a monthly report for total kwh hours charged statement & profit earned.**
- **Revenue deposits will be made through the credit card processor "Stripe" to a the Site Host linked bank account of the property owner.**
- **Property owner will receive a direct deposit into a linked Stripe accounts weekly.**
- **Property Owner will have the option of electing to use a post billing option which will avoid the 3% Stripe payment processing fees. This will require tenants to pay monthly to renew their key cards or access codes.**
- **If Property Owner chooses a post billing method, CCT & Noodoe will provide Key cards for customers or a direct payment method via the web.**

Exhibit D
California Clean Transportation LLC
Site Host Agreement and Exhibits



IV. COG

April 20, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Fasika Montalvo
Administrative Assistant

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
FY 2023-2024 FINAL OVERALL WORK PROGRAM

DESCRIPTION: The Overall Work Program (OWP) is an annual administrative procedure, undertaken to meet state and federal guidelines. Projects requested by local, state, and federal agencies that address regional issues and concerns are included in order to provide a comprehensive overview of the annual Kern COG program.

DISCUSSION: The 2023-2024 OWP addresses issues and concerns identified by state and federal agencies which provide resources to Kern COG. Also, the OWP addresses concerns identified by member agencies during the development of the program.

The Kern COG transportation planning process focuses on a coordinated, comprehensive, and cooperative process. The Regional Transportation Plan (RTP), which addresses congestion management and the intermodal connection of transportation facilities, is coordinated with the eleven incorporated cities, Kern County and the eight surrounding regional transportation planning agencies, the San Joaquin Valley Transportation Planning Agencies, the San Joaquin Valley Air Pollution Control District, and Caltrans Districts 6 & 9.

Kern COG staff met with Federal and State funding agencies for its Annual Meeting on December 13, 2022 to discuss the FY 2023-24 OWP. All comments received have been incorporated in the document.

ACTION: Adopt Kern COG's FINAL 2023-2024 Overall Work Program and authorize Chair to sign Resolution No. 23-01. ROLL CALL VOTE

BEFORE THE KERN COUNCIL OF GOVERNMENTS
STATE OF CALIFORNIA, COUNTY OF KERN

RESOLUTION 23-01

In the matter of:

ADOPTION OF THE FINAL OVERALL WORK PROGRAM FOR FISCAL YEAR 2022-2023.

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a detailed Overall Work Program (OWP); and

WHEREAS, the OWP is designed to meet the comprehensive planning requirements of the U.S. Department of Transportation, Housing and Urban Development, and the Environmental Protection Agency, and state agencies; and

WHEREAS, the documents developed through this planning process have been found to conform to the requirements of the Clean Air Act, as amended in November 1991; and

WHEREAS, the OWP has been developed in accordance with guidelines established by the Intermodal Planning Group (IPG); and

WHEREAS, the IPG, the California State Department of Transportation (Caltrans) and local agency comments, views and recommendations have been accommodated and incorporated into the Final OWP to the maximum extent possible; and

WHEREAS, 23 CFR 450.334 requires that the Kern Council of Governments, the designated MPO for the Kern region, certify each year that the planning process is being conducted in conformance with the applicable requirements.

NOW, THEREFORE, BE IT RESOLVED THAT the FY 2023-2024 OWP is adopted and the Executive Director is authorized to submit the final document to the Intermodal Planning Group.

BE IT FURTHER RESOLVED THAT the MPO does hereby approve the Fiscal Year 2022-2023 Overall Work Program and certifies that its planning process will be implemented throughout this document in accordance with:

1. Section 134 of Title 23, U.S.C.; FTA 49 U.S.C., Chapter 53, Section 5303; and Title 23, CFR 450, Subpart C;
2. Sections 174 and 176 (c) and (d) of the Clean Air Act (42 U.S.C. 7504, 7506 (c) and (d));
3. Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each state under 23 U.S.C. 324 and 29 U.S.C. 794;
4. Section 1003(b) of the Transportation Equity Act for the 21st Century regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded planning projects (Pub.L. 97242, section 105(f), 96 Stat. 2100;49 CFR Part 23); and

5. The provisions of the Americans with Disabilities Act of 1990 (Pub.L. 101-336, 104 Stat. 327, as amended) and USDOT regulations "Transportation for Individuals with Disabilities" (49 CFR Parts 27, 37 and 38).

AUTHORIZED AND SIGNED THIS 20th DAY OF APRIL 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

Bob Smith, Chairman
Kern Council of Governments

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 20th day of April 2023.

Ahron Hakimi, Executive Director
Kern Council of Governments

2023-2024 OVERALL WORK PROGRAM



**Kern Council
of Governments**

Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, California 93301
www.kerncog.org
661-635-2900
Facsimile 661-324-8215
TTY 661-832-7433

Kern Council of Governments Board of Directors

The Kern Council of Governments is the regional planning agency as well as the technical and informational resource, and rideshare administrator for the area's 11 incorporated cities and the County of Kern. Following Board direction, staff coordinates between local, state, and federal agencies to avoid overlap or duplication of programs. This intergovernmental coordination enables staff to work with many public agencies to ensure that planning and implementation of programs proceed in a coordinated manner.

Chairman: Bob Smith
Vice Chairman: Zack Scrivner
Executive Director: Ahron Hakimi

City of Arvin

Olivia Trujillo

City of California City

Jim Creighton

City of Maricopa

John Crump

City of Ridgecrest

Kyle Blades

City of Taft

Orchel Krier

City of Wasco

Gilberto Reyna

County of Kern

David Couch

City of Bakersfield

Bob Smith

City of Delano

Veronica Vazquez

City of McFarland

Saul Ayon

City of Shafter

Cathy Prout

City of Tehachapi

Philip A. Smith

County of Kern

Zack Scrivner

Military Joint Planning Policy Board

Malcolm Warney

Golden Empire Transit

Cindy Parra

Caltrans District 6

Michael Navarro

Caltrans District 9

Kirsten Helton

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I. INTRODUCTION

General

Kern County covers 8,161 square miles at the southern end of California's San Joaquin Valley, ranging west to the southern slope of the Coast Ranges and east beyond the southern slope of the eastern Sierra Nevada into the Mojave Desert. The population was 909,235 in 2020, making it the 11th most populous county in the state. The county's economy is heavily linked to agriculture and to petroleum extraction along with a strong aviation, space and military presence, such as Edwards Air Force Base and China Lake Naval Air Weapons Station.

Kern Council of Governments' (Kern COG's) areawide planning program is a continuous, comprehensive and coordinated process involving Kern COG member agencies as well as tribal governments and various state and federal agencies. The program is designed to address regional planning concerns, state and federal funding priorities and state and local comprehensive planning requirements.

Kern COG's Joint Powers Agreement states that Kern COG was established to:

- Provide a forum to discuss and study regional problems of mutual concern to governmental agencies in Kern County;
- Provide for efficiency and economy in governmental operations through the cooperation of member governments and the pooling of common resources;
- Establish an agency responsible for identifying, clarifying and planning for solutions to regional problems;
- Establish an agency capable of developing regional plans and policies and performing area wide planning duties; and
- Facilitate cooperation and agreement among local government bodies for specific projects, interrelated developmental action and the adoption of common policies with respect to issues and problems that are shared by its members.

Transportation Planning Approach

Transportation planning within the Kern region is a continuous, comprehensive and cooperative process designed to meet state and federal planning guidelines. Kern COG has been involved in transportation planning since its inception in 1970.

The Fixing America's Surface Transportation (FAST) Act:

Encourages and promotes the safe and efficient management, operation, and development of surface transportation systems that will serve the

mobility needs of people and freight and foster economic growth and development within and between States and urbanized areas, while minimizing transportation-related fuel consumption and air pollution through metropolitan and statewide transportation planning processes.

Environmental Justice, addressed in Title VI of the 1964 Civil Rights Act, and later reinforced by Executive Order 12898 in 1994, helps to ensure nondiscrimination in federally funded activities.

Also Executive Order 13175--Consultation and Coordination with Indian Tribal Governments helps "to establish regular and meaningful consultation and collaboration with tribal officials."

SB 45 requires that the California Department of Transportation prepare a State Transportation Improvement Program (STIP). State regulations require that the Regional Transportation Plan (RTP) include a transportation system management element that describes how the region intends to guide the movement of goods and people by improving the operation of the transportation system. Kern COG must prepare and adopt a Regional Transportation Improvement Program (RTIP).

Agency Organizational Structure and Interagency Arrangements

Kern COG was created in response to the need for a coordinated approach to addressing multi-jurisdictional issues, such as land use, housing, energy, air quality, water quality, transportation, as well as community and economic development. These issues cross jurisdictional boundaries. The regional approach offered by Kern COG provides the comprehensive planning and intergovernmental coordination necessary to address such complex issues.

An important element of the transportation planning process is the development of transportation policy. Transportation policy is set by the COG Board and is based on technical and policy advice from the following committees:

Transportation Planning Policy Committee (TPPC)

Transportation Technical Advisory Committee (TTAC)

Social Service Transportation Advisory Committee (SSTAC)

Transit Operators Committee (TOC)

Regional Planning Advisory Committee (RPAC)

Transportation Modeling Committee (TMC)

A discussion of each committee may be found at www.kerncog.org.

The 11 incorporated cities and the County of Kern coordinate and cooperate among each other, as well as with other local special district agencies, Kern COG and affected agencies of the state and federal governments. Cooperation in developing general and specific plans is ensured by the joint powers agreement establishing Kern COG. Kern COG members from each jurisdiction are a link between Kern COG staff and the chief

administrative officer of each jurisdiction. City and county staff participate fully in functional planning that affects their jurisdiction. Involvement of local staffs in planning projects helps ensure an orderly transition from plan to implementation.

To improve intergovernmental coordination, Kern COG has entered into myriad of memorandums of understanding and other cooperative agreements that specify responsibilities of each party, including: the other seven San Joaquin Valley metropolitan planning organizations; San Luis Obispo Council of Governments; Inyo County Local Transportation Commission; Mono County Local Transportation Commission; Southern California Association of Governments and San Bernardino Associated Governments.

Native American Tribal Governments

Kern COG staff has reached out to the Tejon Tribe verbally and in writing requesting a government-to-government meeting at the Tribes convenience. In addition, Kern COG provided a draft government-to-government agreement to better facilitate the interaction between the two government organizations.

In an attempt to expedite the process, Kern COG staff attended the monthly meeting of the Greater Lamont Chamber of Commerce in November 2017, when the Tejon Indian Tribe made a presentation about the history of the Tribe including the current goals. Healthcare, education, and housing are top priorities for the leadership of the Tejon Tribe. Their goal is to be entirely self-reliant as a community. They do not want to depend on the state or county to provide a service that they as a Tribe now have the opportunity to create, maintain and sustain.

Public Participation

Kern COG's public participation process is designed to encourage both individual and organizational participation in the comprehensive planning process. Early consultation during the planning process is a key element in the development and implementation of an effective regional plan.

Kern COG has agreements with several community-based organizations to encourage participation in the planning process. The Golden Empire Transit District, Consolidated Transportation Service Agency, Social Services Technical Advisory Committee and the Kern Transportation Foundation, for example, were created to address transportation issues and funding options and to educate the community. Kern COG staff serves on these committees.

Consultation in Kern COG's plan development process requires continual communication with Disadvantaged, Environmental Justice and Title VI communities. The multi-district county and geographic separation of communities creates difficulty in fostering public participation. Despite the hurdles, staff is dedicated to encouraging public participation at every level of project development.

Expanded outreach to nontraditional groups, such as minority and low-income populations (i.e. African-American, Latino, Asian-American, American Indian/Alaskan Native, and Pacific Islander), is a cornerstone of Kern COG's mission. This expanded effort includes many advertising efforts, including newspaper display ads; direct mailings and phone and electronic correspondence.

Faced with geographical and district boundary hurdles, a dual level public participation program has been developed. The communication needs of special interest groups, media, communities, department of transportation districts and air districts are tailored for each geographic area of the region. Kern COG encourages participation from all interested parties, seeks participation from underserved communities and furnishes appropriate auxiliary aids and services when necessary to afford individuals with special needs an equal opportunity for participation.

Kern COG's public participation program, documented in a Council adopted policy statement, is periodically reviewed and updated and may be found at <http://www.kerncog.org/publications/policies-and-procedures>

To get involved in the public participation process, contact Kern COG at 1401 19th Street, Suite 300; Bakersfield, CA 93301. Phone: (661) 635-2900 Fax: (661) 324-8215 E-mail: ahakimi@kerncog.org: Home Page: kerncog.org.

Progress Made Toward Implementing the RTP and TIP

The core of this OWP effort is the development of the Regional Transportation Plan (RTP) and the Transportation Improvement Program (TIP). This OWP governs a comprehensive, cooperative, and continuing process as required for initiatives to be eligible for federal transportation funding. This year is the first year of the continuing process for the 4 year RTP cycle and the 2 year TIP. Both processes allow for periodic amendments as needed. The cooperative nature of these documents include an on-going and continuing public outreach process that begins shortly after adoption of the previous RTP and TIP. In addition, the process includes a comprehensive approach that includes an increasingly more sophisticated and integrated performance monitoring process.

II. LOCAL, STATE AND FEDERAL DESIGNATIONS

Regional Transportation Planning Agency

Pursuant to state law, Kern COG is the designated Regional Transportation Planning Agency (RTPA) for the Kern region. Acting in this capacity, Kern COG is responsible for adopting a regional transportation plan and a regional transportation improvement program.

Metropolitan Planning Organization

As the federally designated Metropolitan Planning Organization (MPO), Kern COG is a forum for cooperative transportation decision-making. Kern COG receives state and federal transportation funds to accomplish regional transportation planning objectives through the activities detailed in the Overall Work Program (OWP).

Transportation Management Area

The Fixing America's Surface Transportation (FAST) Act designates urbanized areas (as defined by the Bureau of the Census) with populations of over 200,000 as Transportation Management Areas (TMAs). Kern COG is the TMA responsible for designing a congestion management system that provides for effective management and operation of new and existing transportation facilities through the use of travel demand reduction and operational management strategies.

Area-wide Planning Organization

In accordance with federal law, Kern COG is designated the Areawide Planning Organization (APO) for the Kern region. The Department of Housing and Urban Development (HUD) requires that an APO develop and maintain areawide land use, housing and open space plans.

Local Clearinghouse

In accordance with Executive Order 12372, Kern COG is designated the Local Clearinghouse for the Kern region. Kern COG's primary responsibility is to review and comment on local applications for state and federal funding assistance.

Affiliate Data Center

The California Department of Finance has designated Kern COG as the Affiliate State Census Data Center for the Kern region. Kern COG provides assistance to census data users, maintains a publicly accessible collection of Census Bureau reference and determines the need for census workshops within Kern region.

Home Mortgage Disclosure Depository

The Federal Reserve Board has designated Kern COG as the central depository for bank mortgage residential loan reports. Kern COG is required to provide public access to the Home Mortgage Disclosure Act information.

Kern County Transportation Authority

On May 31, 1988, the Kern County Board of Supervisors by Resolution No. 88-466 appointed Kern COG as the Local Transportation Authority, in accordance with Division 19 of the Public Utilities Code (Section 180000 et seq.). Prior to a sales tax initiative for transportation projects being placed on a ballot, Kern COG is to adopt an ordinance that outlines an expenditure plan of transportation projects and a proposed increase in transactions and use taxes.

Kern Motorist Aid Authority

In accordance with Sections 2550, et seq. of the California Streets and Highways Code, the County of Kern and the incorporated cities, the Kern Motorist Aid Authority (KMAA) was created on May 19, 1988. KMAA is authorized to finance, implement, operate and maintain a motorist aid system and other services in coordination with the California Department of Transportation and the California Highway Patrol.

Kern Congestion Management Agency

Pursuant to California Government Code Section 65089(a), Kern COG is the designated the Congestion Management Agency (CMA).

III. PROGRAMS, PROCESSES AND PLANS

Disadvantaged Business Enterprises

The FAST Act maintains the Disadvantaged Business Enterprises (DBE) program, designed to ensure equal opportunity in transportation contracting markets and to address the effects of discrimination in transportation contracting. The program establishes a flexible goal for the participation of disadvantaged business enterprises, including small firms owned and controlled by women and minorities.

Regional Plans

A list of and web link for the major transportation documents that are developed and adopted by Kern COG follows:

Regional Transportation Plan (RTP)

<http://www.kerncog.org/regional-transportation-plan>

Regional Transportation Improvement Plan (RTIP)

<http://www.kerncog.org/regional-transportation-improvement-program>

Federal Transportation Improvement Program (FTIP)

<http://www.kerncog.org/federal-transportation-improvement-program>

Congestion Management Program (CMP)

Part of RTP

Regional Housing Allocation Plan

<http://www.kerncog.org/regional-housing>

Other Transportation-Related Planning Reports and Documents

<http://www.kerncog.org/publications>

Certification Process and Criteria

Pursuant to joint urban transportation planning regulations published in the United States **Federal Register** on October 28, 1993, Kern COG is required to certify that its planning process is executed in conformance with all applicable federal requirements. Based on the certification review conducted by FHWA and FTA in June 2019, the Kern COG transportation planning process is certified as meeting transportation planning requirements.

IV. FEDERAL PLANNING FACTORS, CALIFORNIA EMPHASIS AREAS AND REGIONAL PLANNING PRIORITIES

With the renewed focus on transportation planning brought about by the FAST Act, Federal Highway Administration (FHWA) and Federal Transit Administration's (FTA) Offices of Planning are jointly issuing Planning Factors.

Core Planning Functions

MPOs are reminded that their Overall Work Programs (OWP) must identify the Core Planning Functions and what work will be done during the program year to advance those functions. The Core Functions typically include:

- Overall Work Program
- Public Participation and Education
- Regional Transportation Plan
- Federal Transportation Improvement Program
- Congestion Management Process (required for TMAs)
- Annual Listing of Projects

The Fixing America's Surface Transportation (FAST) Act legislation provided metropolitan transportation planning program funding for the integration of transportation planning processes in the MPA (i.e. rail, airports, seaports, intermodal facilities, public highways and transit, bicycle and pedestrian, etc.) into a unified metropolitan transportation planning process, culminating in the preparation of a multimodal transportation plan for the MPA. FHWA and FTA request that all Metropolitan Planning Organizations (MPOs) review the Overall Work Plan (OWP) development process to ensure all activities and products mandated by the metropolitan transportation planning regulations in 23 CFR 450 are a priority for FHWA and FTA combined planning grant funding available to the region. The MPO OWP work elements and subsequent work tasks must be developed in sufficient detail (i.e. activity description, products, schedule, cost, etc.) to clearly explain the purpose and results of the work to be accomplished, including how they support the Federal transportation planning process (see 23 CFR 420.111 for documentation requirements for FHWA Planning funds).

2021 Planning Emphasis Areas

Federal Planning Emphasis Areas (PEAs) were released in December 2021 and include the following:

- Tackling the Climate Crisis – Transition to a Clean Resilient Future; WE 203.3A, 603.3, 603.4
- Equity and Justice⁴⁰ in Transportation Planning; WE 203.1A, 601.3, 601.4, 603.4, 604.3, 606.1, 608.2
- Complete Streets; WE 608.1
- Public Involvement; WE 203.1A, 601.3, 603.4

- Strategic Highway Network (STRAHNET)/U.S. Department of Defense Coordination; WE 601.1, 602.1, 605.1
- Federal Land Management Agency Coordination; WE 601.1, 602.1, 605.1
- Planning and Environmental Linkages; WE 604.1
- Data in Transportation Planning; WE 203.6, 601.4, 603.2, 604.1, 604.2, 903.1

Performance Management

Since FAST Act was passed in 2015, Caltrans and most of California's MPOs have developed performance measures that inform their Regional Transportation Plans (RTPs) and Federal Transportation Improvement Programs (FTIPs). The objective of the performance- and outcome-based program is for states and MPOs to invest resources in projects that collectively will make progress toward the achievement of the national goals. The FAST Act requires the DOT, in consultation with states, metropolitan planning organizations (MPOs), and other stakeholders, to establish performance measures in the areas listed below:

- **Safety** - To achieve a significant reduction in traffic fatalities and serious injuries on all public roads.
- **Infrastructure condition** - To maintain the highway infrastructure asset system in a state of good repair
- **Congestion reduction** - To achieve a significant reduction in congestion on the National Highway System
- **System reliability** - To improve the efficiency of the surface transportation system
- **Freight movement and economic vitality** - To improve the national freight network, strengthen the ability of rural communities to access national and international trade markets and support regional economic development.
- **Environmental sustainability** - To enhance the performance of the transportation system while protecting and enhancing the natural environment.
- **Reduced project delivery delays** - To reduce project costs, promote jobs and the economy and expedite the movement of people and goods by accelerating project completion through eliminating delays in the project development and delivery process, including reducing regulatory burdens and improving agencies' work practices.
- **Transit Safety** - Each transit ride must be carefully executed to ensure the safety, security, and timeliness of service.

Although the final rulemaking is not yet completed, the FHWA and FTA want each MPO to explicitly identify their process for determining performance targets and measures within their Overall Work Programs.

State of Good Repair

MPOs are required to evaluate their transportation system to assess the capital investment needed to maintain a state of good repair for the region's transportation facilities and equipment. MPOs shall coordinate with the transit providers in their region to incorporate the Transit Asset Management Plans (TAMs) prepared by the transit providers the Transportation Improvement Program (TIP) and into the Region Transportation Plan (RTP). Analysis of State of Good Repair needs and investments shall be part of any RTP update, and must be included in the Overall Work Program task for developing the Regional Transportation Plan. MPOs are expected to regularly coordinate with transit operators to evaluate current information on the state of transit assets; to understand the transit operators transit asset management plans; and to ensure that the transit operators are continually providing transit asset information to support the MPO planning process.

FAST Act Planning Factors

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and non-motorized users.
3. Increase the security of the transportation system for motorized and non-motorized users.
4. Increase accessibility and mobility of people and freight.
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and
10. Enhance travel and tourism.

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MAP 21/FAST ACT PLANNING FACTORS													
	WE 101.1	WE 102.1	WE 201.1	WE 203.1B & 601.3	WE 203.2B & 601.4	WE 203.3B & 603.3	WE 203.4B	WE 601.1	WE 601.2 & 602.1	WE 603.1 & 603.2	WE 604.1 & 604.2	WE 606.1, 608.1 & 609.1	WE 610.1 & 610.2
Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.						*				*			
Increase the safety of the transportation system for motorized and non-motorized users.				*	*		*	*	*	*	*		
Increase the security of the transportation system for motorized and non-motorized users.				*	*		*	*	*	*	*		
Increase accessibility and ability of people and freight.				*	*		*	*	*		*		*
Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements.	*	*		*	*	*	*	*	*	*	*	*	
Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.				*	*	*	*	*	*		*	*	*
Promote efficient system management and operation.			*			*		*	*	*	*	*	*
Emphasize the preservation of the existing transportation system.				*	*		*	*		*	*	*	
Improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation and mitigate storm water impacts of surface transportation.		*		*	*		*						
Enhance travel and tourism.				*	*	*	*	*					

V. WORK ELEMENT

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Recognition of the vital relationship between the environment and all living things has triggered planning and environmental concerns. A special emphasis has been placed on air quality and the problems of pollution control. Air and water quality must be protected. Land uses are related to every human activity and are intricately interwoven with environmental issues. Identifying and analyzing problems, which adversely affect the environment, and developing solutions to mitigate causes, is a part of the comprehensive planning process.

Conservation of natural resources is as important to the Kern region as it is to the rest of the world. This issue is recognized as a critical element in the planning process.

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 101.1 – AIR QUALITY MODELING/TRANSPORTATION
MANAGEMENT

Purpose & Goal*

Maintain an active planning program to reduce transportation emissions and improve regional air quality through transportation system management.

*Meets Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, air quality conformity, and Performance Management.

Previous Work

1. Conformity analyses for Regional Transportation Plan and Federal Transportation Improvement Program since 1990: 2023 FTIP;
2. Transportation/air quality consultation procedures updates;
3. Use of EMFAC emissions modeling for 2023 FTIP;
4. Development of latest planning assumptions for conformity 2022 RTP;
5. Identification and tracking of transportation system management strategies;
6. Performing PM2.5 and PM10 hot-spot assessment for member agencies: Hot-Spot Assessments for The Signalization Project at McKee Road and Ashe Road Intersection; Hot Spot Assessment for Traffic Signal at McKee Road and Wible Road; Hot-Spot Assessments for The Kern County Signalization Projects: Flower and Virginia Streets, Manor Street and Day Avenue, Elizabeth Norris Road and Lake Isabella Blvd, Cummings Valley Road and Bear Valley Road (KER180507).

Study Design (Tasks and Responsible Agencies)

Task #	Task	Completion Date	% of Effort
1	Administer Air Quality Modeling/Transportation Management Program 2022 RTP. (Responsible Agency: Kern COG).	June 30	20%
2	Coordinate activities and provide staff support for transportation air quality, as required for the Air Quality Attainment Plans in Kern County. (Responsible Agency: Kern COG).	June 30	20%
3	Participate with SJVAPCD/Kern APCD in preparing transportation components of the State Implementation Plan (SIP). (Responsible Agency: Kern COG).	June 30	10%
4	Maintain a conformity program for transportation plans, programs, and projects with the State Implementation Plan (SIP) as required by the federal Clean Air Act Amendments of 1990. (Responsible Agency: Kern COG).	June 30	10%
5	Monitor and implement federal air quality regulations. (Responsible Agency: Kern COG).	June 30	8%
6	Monitor transportation/air quality programs to determine needs for transportation and air quality modeling. (Responsible Agency: Kern COG).	June 30	8%

7	Review plans and programs for conformity with state and federal Clean Air Acts, conduct necessary modeling, and maintain data and documentation. (Responsible Agency: Kern COG).	June 30	8%
8	Assist air districts in developing mobile source emission inventories. (Responsible Agency: Kern COG).	June 30	5%
9	Attend interregional model coordinating meetings and statewide air quality meetings. (Responsible Agency: Kern COG).	June 30	5%
10	Participate in air quality working groups as required. (Responsible Agency: Kern COG).	June 30	2%
11	Provide modeling of transportation programs, plans and projects. (Responsible Agency: Kern COG).	June 30	2%
12	Meet and consult with various agencies during updates of EMFAC, CUBE, and other modeling software. (Responsible Agency: Kern COG).	June 30	2%

End Products (Schedule)

1. Air Quality Conformity Analysis for plans, programs and amendments 2022 RTP. (quarterly).
2. RTP/FTIP, document updates and associated conformity analyses and determinations. 2022 RTP (quarterly, even-numbered years).
3. Conformity SIP program. (quarterly as required by Air District schedules).
4. Air Quality Modeling Output Using EMFAC2014 for 2022 RTP. (quarterly).

Revenue Budget

AGENCY	FHWA			FTA						TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$31,593				\$31,592					\$63,185	\$3,624	\$0	\$3,624	\$0
Consultant										\$0				
Total	\$31,593	\$0	\$0	\$0	\$31,592	\$0	\$0	\$0	\$0	\$63,185	\$3,624	\$0	\$3,624	\$0

Funding by Task

SOURCE	TASKS												TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	
FHWA PL	\$ 6,319	\$ 6,319	\$ 3,159	\$ 3,159	\$ 2,527	\$ 2,527	\$ 2,527	\$ 1,580	\$ 1,580	\$ 632	\$ 632	\$ 632	\$ 31,593
FHWA PL C/O													\$ -
RSTP													\$ -
CMAQ													\$ -
FTA 5303	\$ 6,318	\$ 6,318	\$ 3,159	\$ 3,159	\$ 2,527	\$ 2,527	\$ 2,527	\$ 1,580	\$ 1,580	\$ 632	\$ 632	\$ 632	\$ 31,592
FTA 5303 C/O													\$ -
SB-1 20-21													\$ -
HCD													\$ -
Local													\$ -
TOTAL	\$ 12,637	\$ 12,637	\$ 6,319	\$ 6,319	\$ 5,055	\$ 5,055	\$ 5,055	\$ 3,159	\$ 3,159	\$ 1,264	\$ 1,264	\$ 1,264	\$ 63,185

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element #102.1 – ENVIRONMENTAL REVIEW & MONITORING PROGRAM

Purpose & Goal

Review local government agency environmental documents to convey regional planning impacts pertaining to discretionary development projects requiring general plan amendments and/or zone changes, general plan updates and other master plan updates. Review Local Agency Formation Commission inquiries concerning proposed changes in boundaries of cities, the county and special districts. Monitor ongoing Kern Integrated Regional Water Management Plan (IRWMP) and its relationship with the Regional Transportation Plan/Sustainable Communities Strategy.

Previous Work

1. Review and comment on regional projects' environmental documents that impact the Regional Transportation Plan/Sustainable Communities Strategy RTP/SCS;
2. Develop response letter for Local Agency Formation Commission inquiries;
3. Develop response letter for regional projects' environmental documents;
4. Integrated Regional Water Management Plans;
5. Water quality monitoring integration in the 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategy; and
6. Monitor the American Farmland Trust "Saving Farmland, Growing Cities" program.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Review and comment on Local Agency Formation Commission inquiries concerning proposed changes in boundaries of cities and special districts. (Responsible Agency: Kern COG).	June 30	40%
2	Review and comment on regionally significant environmental documents of cities, the county and special districts for compliance with the Regional Transportation Plan/Sustainable Communities Strategy. (Responsible Agency: Kern COG).	June 30	40%
3	Maintain repository of southern San Joaquin Valley regional water quality studies and documents. (Responsible Agency: Kern COG).	June 30	10%
4	Participate when applicable in the Kern IRWMP. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Issue responses to Local Agency Formation Commission inquiries concerning proposed changes in the boundaries of cities and special districts to assure compliance with the RTP/SCS. (monthly, when requested).
2. Issue letters responding to regionally significant environmental documents of cities, the county and special districts for compliance with the RTP/SCS. (monthly when requested).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$9,822				\$9,822					\$19,644	\$1,127	\$0	\$1,127	\$0
Consultant										\$0				
Total	\$9,822	\$0	\$0	\$0	\$9,822	\$0	\$0	\$0	\$0	\$19,644	\$1,127	\$0	\$1,127	\$0

Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
FHWA PL	3,929	3,929	982	982	\$ 9,822
FHWA PL C/O					\$ -
RSTP					\$ -
CMAQ					\$ -
FTA 5303	3,929	3,929	982	982	\$ 9,822
FTA 5303 C/O					\$ -
SB-1 20-21					\$ -
HCD					\$ -
Local					\$ -
TOTAL	\$ 7,858	\$ 7,858	\$ 1,964	\$ 1,964	\$ 19,644

200 COMMUNITY DEVELOPMENT

Development of communities that are compact, energy efficient and designed to reduce air and noise pollution, pose problems for both government agencies and development interests. Land management and livable community concepts address many of these issues and contribute to a new perspective on housing and land use as they relate to the environment and quality of life in the Kern region. Development of a Complete Streets Policy Guide would be beneficial to Kern COG member agencies (please see Work Element 608.1 previous work completed).

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 201.1 - COMMUNITY AND ENVIRONMENTAL
INVENTORY MAPPING SYSTEM

Purpose & Goal*

To prepare and consolidate a comprehensive community and environmental planning inventory and quickly identify environmental factors in plans, programs, and studies through Geographic Information Systems (GIS). The GIS mapping program is designed to both maintain map layers such as land use, imagery, and roads for RTP and SCS analysis as well as providing supporting data for use in the transportation demand model.

*Meets Core Planning Functions including the Regional Transportation Plan and Federal Transportation Improvement Program.

Previous Work

1. Kern Geographic Information Network (Kern GEONET) coordination;
2. Kern COG GIS Program updates;
3. Local jurisdiction land use data for modeling inputs;
4. Kern Multi-Agency Aerial Imagery Project 2020
5. Enable use of 1937-1952 Kern aerial photography in GIS

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Identify, compile and maintain mapping data in a single database. (Responsible Agency: Kern COG).	June	35%
2	Integrate Kern COG Enterprise GIS with public online map tools. (Responsible Agency: Kern COG).	December	25%
3	Update Disadvantaged Communities Mapping. (Responsible Agency: Kern COG)	April	5%
4	Update historical aerial imagery for modern GIS systems. (Responsible Agency: Kern COG).	June	15%
5	Coordinate partnership activity for multi-agency imagery collection and distribution. (Responsible Agency: Kern COG).	June	5%
6	Create, maintain and analyze planning maps for RTP and other documents. (Responsible Agency: Kern COG).	Continuous	15%

End Products (Schedule)

1. Update Disadvantaged Communities mapping. (April 2024)
2. Kern COG ArcGIS Online integration. (December 2023)
3. Maintain layers for RTP modeling inputs (June 2024)
4. Historical aerial imagery update (June 2024)
5. Map and analyze data for Kern COG documents (monthly)

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$215,048				\$220,985					\$436,033	\$24,666	\$0	\$25,347	\$0
Consultant										\$0				
Total	\$215,048	\$0	\$0	\$0	\$220,985	\$0	\$0	\$0	\$0	\$436,033	\$24,666	\$0	\$25,347	\$0

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	75,267	53,762	10,752	32,257	10,752	32,257	\$ 215,048
FHWA PL C/O							\$ -
RSTP							\$ -
CMAQ							\$ -
FTA 5303	77,345	55,246	11,049	33,148	11,049	33,148	\$ 220,985
FTA 5303 C/O							\$ -
SB-1 20-21							\$ -
HCD							\$ -
Local							\$ -
TOTAL	\$ 152,612	\$ 109,008	\$ 21,802	\$ 65,405	\$ 21,802	\$ 65,405	\$ 436,033

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 201.2 – MAPPING SERVICES AND TECHNICAL SUPPORT

Purpose & Goal

To collaborate and coordinate on comprehensive mapping projects, services, training and technical support among local agencies and other entities as needed to enhance transportation planning and security while eliminating overlapping purchases and services. A goal of this Work Element is to ensure that local jurisdictions have up-to-date land use and other GIS data needed for development of the RTP/SCS.

*Meets Core Planning Functions including the Regional Transportation Plan.

Previous Work

1. Arvin and McFarland mapping agreements;
2. Wonderful Ranch 3710 Study;
3. Amazon and Landings Study;
4. Malibu Ranch Study;
5. Lost Hills;
6. Project (shopping warehouse) on S. H St and North of Hosking;
7. Project on S. H St and South of Hosking;
8. Project on Rosedale and Gosford.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Support mapping agreements with member agencies. (Responsible Agency: Kern COG)	Continuous	15%
2	Generate maps in response to community/public requests. (Responsible Agency: Kern COG)	As needed	15%
3	Support modeling in response to community/public requests. (Responsible Agency: Kern COG)	As needed	70%

End Products (Schedule)

1. Support member agency mapping service agreements (monthly),
2. Member agency and community mapping requests (monthly).
3. Member agency and community modeling requests (monthly).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$0				\$0					\$0	\$0	\$0	\$0	\$0
Consultant										\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
FHWA PL	0	-	-	-	-	\$ -
FTA 5303	-	-	-	-	-	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 203.1A – SUSTAINABLE COMMUNITIES PUBLIC PARTICIPATION

Purpose & Goal

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS), as well as the 2017 Regional Transportation Guidelines for consultation and coordination by all interested parties. This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health and social equity. It also contributes to Sustainable Communities Grant Specific Objectives: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS, contributes to the State's GHG reduction targets and other State goals. This Work Element uses 2023/24 SB 1 formula grant funding.

Previous Work

1. 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategies;
2. Public Information Policies and Procedures Update for 2022 Regional Transportation Plan – May 2019.

Study Design (Tasks & Responsible Agency)

	Task	Completion Date	% Effort
1	Design public outreach content and timing, ensure that the planning process successfully integrates environmental justice into decision making, produce public outreach reports and data analysis for the RTP/SCS. (Responsible Agency: Kern COG).	June 30	25%
2	Update Public Information Policies and Procedures for development of the 2026 Regional Transportation Plan. (Responsible Agency: Kern COG).	September 30	20%
3	Identify transportation needs of target populations, including disadvantaged communities and Environmental Justice communities; Quantitatively assess benefits and burdens of transportation plans. (Responsible Agency: Kern COG)	June 30	15%
4	Continue government to government relationship with the Tejon Tribe and other tribal communities for the RTP/SCS process. (Responsible Agency: Kern COG)	June 30	10%
5	Using a subscription service, design and develop at least two online surveys for development of the RTP/SCS (Fall and Spring). (Responsible Agency: Kern COG)	June 30	15%
6	Provide planning support to member agencies in development of grants and applications. (Responsible Agency: Kern COG)	During Fiscal Year	15%

End Products (Schedule)

1. FY23-24 Updated Public Information Policies and Procedures (September 2023)
2. FY23-24 Online Surveys – 2 per year (Fall 2023, Spring 2024)

3. FY23-24 SCS outreach meetings for target populations to ensure transportation planning efforts with disadvantaged communities and Environmental Justice communities. (As needed and/or requested)
4. FY23-24 SCS planning support in development of grants and applications. (June 2024)

Revenue Budget

AGENCY	Formula Funds			TOTAL
	FY 23-24 SB-1	SB-1 Carryover	Local	
Kern COG	\$42,775		\$ 5,542	\$ 48,317
Consultant				\$ -
Total	\$42,775		\$ 5,542	\$ 48,317

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
SB-1 23-24	\$ 10,694	\$ 8,555	\$ 6,416	\$ 4,278	\$ 6,416	\$ 6,416	\$ 42,775
Local	\$ 1,386	\$ 1,108	\$ 831	\$ 554	\$ 831	\$ 831	\$ 5,542
TOTAL	\$ 12,079	\$ 9,663	\$ 7,248	\$ 4,832	\$ 7,248	\$ 7,248	\$ 48,317

**Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 203.2A – 2023/2024 SUSTAINABLE COMMUNITIES
PERFORMANCE MEASURES**

Purpose & Goal

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS), as well as the Regional Transportation Guidelines for performance measure monitoring. Kern COG was cited in the State 2010 Guidelines as a Best Practice for a Small/Medium/Rural MPO. This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health and social equity. It also contributes to Sustainable Communities Grant Specific Objectives: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS, contributes to the State's GHG reduction targets and other State goals. This Work Element uses 2021-22 SB 1 formula grant funding.

Previous Work

1. 2014, 2018-2022 Regional Transportation Plan/Sustainable Communities Strategies Integrated Performance Measure Analysis

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	SCS Performance Measure Analysis Program – for environmental justice and all communities in support of SCS development. SCS system level integrated performance measure analysis (see also 601.4). (Responsible Agency: Kern COG).	June 30	30%
2	SCS update of disadvantaged communities mapping as needed using Planning and Environmental Linkages (PEL) U.S. EPA EJScreen Tool. SCS disadvantaged communities/environmental justice performance measure analysis. (Responsible Agency: Kern COG).	June 30	15%
3	SCS smart mobility framework performance measure analysis; SCS health equity performance measure analysis. (Responsible Agency: Kern COG).	June 30	15%
4	SCS public outreach scenario comparison performance measures. (Responsible Agency: Kern COG).	June 30	15%
5	Project level performance measures to support the transportation improvement program and grant applications. (Responsible Agency: Kern COG).	During Fiscal Year	15%
6	Research on developing and monitoring health performance and other emerging measures in coordination with stakeholders. Include established Environmental Justice and Business and Industry Roundtable Stakeholder groups in development of performance measures. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. FY22-23 SCS performance status and modeling report (bi-annual)
2. FY22-23 SCS development and modeling for disadvantaged communities for the SCS environmental justice performance report (on a four-year cycle)
3. FY22-23 SCS roundtable stakeholder meeting(s) report (on a four-year cycle)
4. FY22-23 Draft SCS integrated performance measures analysis (on a four-year cycle)
5. FY22-23 Final SCS integrated performance measures analysis (on a four-year cycle)

Revenue Budget

AGENCY	Formula Funds		TOTAL
	FY 23-24 SB-1	Local	
Kern COG	\$ 98,077	\$ 12,707	\$ 110,784
Consultant	\$ 83,842	\$ 10,863	\$ 94,705
Total	\$ 181,919	\$ 23,570	\$ 205,489

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
SB-1 23-24	\$ 54,576	\$ 27,288	\$ 27,288	\$ 27,288	\$ 27,288	\$ 18,192	\$ 181,919
Local	\$ 7,071	\$ 3,536	\$ 3,536	\$ 3,536	\$ 3,536	\$ 2,357	\$ 23,570
TOTAL	\$ 61,647	\$ 30,823	\$ 30,823	\$ 30,823	\$ 30,823	\$ 20,549	\$ 205,489

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 203.3A – 2023/2024 SUSTAINABLE COMMUNITIES MOBILITY
INNOVATIONS AND INCENTIVES PLANNING

Purpose & Goal*

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) to support SCS development by identifying advanced transportation technology projects to reduce greenhouse gas emissions in all communities, and specifically in CalEnviroscreen-identified disadvantaged communities, especially racial minority, and low-income communities (see also WE 603.3). This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health, and social equity. This program contributes to Sustainable Communities Grant-Specific Objectives: (a) to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS and (b) contributes to the State's GHG reduction targets and other State goals. This Work Element uses 2023-2024 SB 1 formula grant funding.

Previous Work

1. Project delivery, grant research, and write grants;
2. 2022 Regional Transportation Plan (and 2018);
3. 2013-2023 San Joaquin Valley Electric Vehicle Partnership member;
4. 2013-2023 San Joaquin Valley Natural Gas Partnership member;
5. 2018-2020; 2022-2023 Kern COG TRANSITions Transit Symposium;
6. 2021 TRANSITions Webinar Series.
7. 2016-2022 National Drive Electric Week Events and Media Campaigns;
8. 2021-2022 First Responder Training Workshops;
9. Kern Electric Charging Space Inventory (2016 Baseline).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	SCS Mobility Innovations Program- Respond to inquiries related to mobility innovations, alternative fuel vehicles and infrastructure. (Responsible Agency: Kern COG)	June 30	5%
2	Host or sponsor public workshops on mobility innovations, funding resources or technician trainings. (Responsible Agencies: Kern COG, Stakeholder Groups).	June 30	15%
3	Meet with member agencies and other public agencies to determine interest in shared mobility options, alternative fuel vehicles and fueling or charging infrastructure, and FAST Alternative Fuel Corridor designations to better tailor outreach, awareness, and education efforts to meet local needs. (see also WE 603.3). (Responsible Agencies: Kern COG, Stakeholder Groups).	June 30	10%
4	Attend the Advanced Clean Transportation Expo (May 2024), the NorCal Clean Tech Forum or other related	May 31	10%

	conferences either in person or online. Advocate for new investment in Kern County. (see also WE 603.3). (Responsible Agency: Kern COG).		
5	Monitor and track charging station and alternative fuel infrastructure development to document 2019 Kern EV Charging Station Blueprint progress. (Responsible Agencies: Kern COG, Stakeholder groups).	May 31	10%
6	Coordinate, host, sponsor and participate in local activities to support the development of zero emission vehicle market or infrastructure. Partner with local agencies as appropriate, attend meetings, and workshops with consideration for DACs. (see also WE 603.3) (Responsible Agency: Kern COG).	June 30	30%
7	Partner with local agencies as appropriate, attend meetings, and serve on committees with consideration for DACs. (Responsible Agency: Kern COG).	June 30	10%
8	Promote mobility innovations, alternative fuel vehicles and infrastructure activities and events through media releases, paid public awareness campaigns and public outreach. (see also WE 603.3) (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Zero Emission public awareness campaign (October 2023, June 2024).
2. Electric Vehicle Charging Spaces in Kern County by Zip Code Report (November 2023, June 2024).
3. TRANSITions Transit Symposium (June 2024).
4. Public electric vehicle events or training workshops (June 2024).
5. One public Medium- and Heavy-Duty Zero Emission workshop (June).
6. Conference, meeting, or workshop participation (June).

Revenue Budget

AGENCY	Formula Funds		TOTAL
	FY 23-24 SB-1	Local	
Kern COG	\$ 124,375	\$ 16,114	\$ 140,489
Consultant	\$ -	\$ -	\$ -
Total	\$ 124,375	\$ 16,114	\$ 140,489

Funding by Task

SOURCE	TASKS								TOTAL
	1	2	3	4	5	6	7	8	
SB-1 23-24	\$ 6,219	\$ 18,656	\$ 12,438	\$ 12,438	\$ 12,438	\$ 37,313	\$ 12,438	\$ 12,438	\$ 124,375
Local	\$ 806	\$ 2,417	\$ 1,611	\$ 1,611	\$ 1,611	\$ 4,834	\$ 1,611	\$ 1,611	\$ 16,114
TOTAL	\$ 7,024	\$ 21,073	\$ 14,049	\$ 14,049	\$ 14,049	\$ 42,147	\$ 14,049	\$ 14,049	\$ 140,489

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 203.4A – 2023/2024 SUSTAINABLE COMMUNITIES STRATEGY
FORECAST AND TRAVEL MODEL ACTIVITY PROGRAM

Purpose & Goal

The goal of this program is to fulfill the requirements of the SB 375 Regional Transportation Plan Sustainable Communities Strategy (RTP/SCS), as well as the 2017 Regional Transportation Guidelines for consultation and coordination by all interested parties. This program contributes to Caltrans' mission and overarching objectives for SB 1 formula grant resources: sustainability, preservation, mobility, safety, innovation, economy, health and social equity. It also contributes to Sustainable Communities Grant Specific Objectives: to encourage local and regional multimodal transportation and land use planning that furthers the region's RTP/SCS, contributes to the State's GHG reduction targets and other State goals. This program, similar to work elements 604.2 & 604.3 will focus on SCS Socio-economic, Land Use, and Travel Model Forecasting Activity – for environmental justice and all communities in support of SCS development. This Work Element uses 2023-24 SB 1 formula grant funding.

Previous Work

1. 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategy;
2. Regional Growth Forecasting;
3. Travel Model Forecasting.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Increase number of TAZs as needed. Calculate a build-out analysis of all general plans in Kern County by TAZ. (Responsible Party: Kern COG).	June 30	5%
2	Coordinate modeling assumptions through Regional Transportation Modeling Committee/Regional Planning Advisory Committee. (Responsible Agency: Kern COG).	June 30	5%
3	Refine UPLAN land-use model for distribution of regional growth forecast. (Responsible Party: Kern COG).	June 30	20%
4	Provide modeling/support for regional transportation decision-making, air quality conformity modeling and local projects and programs. (Responsible Agency: Kern COG)	June 30	25%
5	Conduct environmental justice analysis of the short-range program and long-range plans to evaluate and determine transportation impacts. (Responsible Agency: Kern COG).	June 30	10%
6	Prepare data for SCS technical modeling methodology to meet SB 375 requirements. (Responsible Party: Kern COG).	June 30	20%
7	Participate in San Joaquin Valley Model Improvement Program. (Responsible Agency: Kern COG).	June 30	5%
8	Assess the intermodal feasibility of proposed aviation, highway, public transit, goods movement, and non-motorized transportation projects. Continue to monitor and update proposed at-grade and grade-separated rail safety projects (Responsible Agency: Kern COG).	June 30	5%

9	Identify short- and long-range strategies and actions to meet projected demands (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. FY23-24 SCS status and modeling report (twice a year).
2. FY23-24 Draft SCS socio-economic data forecast report (on a four-year cycle).
3. FY23-24 Final SCS socio-economic data forecast report (on a four-year cycle).
4. FY23-24 Regional Growth Forecast Update 2024-2050 (on a four-year cycle).

Revenue Budget

AGENCY	Formula Funds	Carryover	TOTAL	
	FY 23-24 SB-1	SB-1	Local	
Kern COG	\$ 25,830		\$219,578	\$245,408
Consultant	\$ -		\$ -	\$ -
Total	\$ 25,830		\$219,578	\$245,408

Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
SB-1 23-24	\$ 1,292	\$ 1,292	\$ 5,166	\$ 6,458	\$ 2,583	\$ 5,166	\$ 1,292	\$ 1,292	\$ 1,292	\$ 25,830
Local	\$ 10,979	\$ 10,979	\$ 43,916	\$ 54,895	\$ 21,958	\$ 43,916	\$ 10,979	\$ 10,979	\$ 10,979	\$ 219,578
TOTAL	\$ 12,270	\$ 12,270	\$ 49,082	\$ 61,352	\$ 24,541	\$ 49,082	\$ 12,270	\$ 12,270	\$ 12,270	\$ 245,408

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 203.5 - Regional Early Action Planning Grant Program

Purpose & Goal

REAP was established in the 2019-20 Budget Act to accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing needs assessment. Maintain an active planning program to reduce transportation emissions and improve regional air quality through transportation system management.

Previous Work

1. Regional Housing Needs Allocation (RHNA) (2023-2031) - HCD Approval received 8-18-22/
2. Adopted 6th Cycle RHNA Methodology;
3. Regional Housing Needs Allocation Plan (2013-2023);.
4. Assist member agencies with update of general plan housing elements (2016).

Study Design (Tasks and Responsible Agencies)

Task #	Task	Completion Date	% of Effort
1	Management and maintenance of Regional Housing Needs Online Mapping tool (Responsible Agency: Consultant)	June 30	5%
2	Distribution plan for second round of REAP 1.0 (Responsible Agency: Kern COG)	June 30	40%
3	Provide support to Kern members of the San Joaquin Valley Multi Agency Working Group to allocate the regional funds under the REAP Grant. (Responsible Agency: Kern COG).	June 30	40%
4	Quarterly and annual reporting for REAP 1.0 (Responsible Agency: Kern COG)	June 30	5%
5	Update Regional Planning Advisory Committee and Transportation Planning and Policy Committee about the sixth cycle RHNA and housing element updates. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Distribution Plan for final REAP 1.0 allocation (September 2023).
2. Quarterly and Annual Reports for REAP 1.0 (June 2024).

Revenue Budget

AGENCY					FHWA		FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	FY 23-24 SB-1	HCD	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover		
Kern COG								\$ 7,872		\$ 7,872	\$ -	\$ -	\$ -	\$ -		
Consultant										\$ -						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ 7,872	\$ -	\$ -	\$ -	\$ -		

Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
HCD	\$ 394	\$ 3,149	\$ 3,149	\$ 394	\$ 787	\$ 7,872
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 394	\$ 3,149	\$ 3,149	\$ 394	\$ 787	\$ 7,872

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 203.6: SJV HOUSEHOLD TRAVEL SURVEY

Purpose & Goal

The San Joaquin Valley Household Travel Survey will collect data for the eight counties in the San Joaquin Valley, including household demographic information, travel patterns, and trip-making characteristics. The data will be used in estimation, calibration, and validation of the travel demand models owned by the eight Valley MPOs. These models are a critical tool for planning activities at local, regional, state, and federal levels, such as RTP/SCS development, conformity, transportation corridor studies, environmental justice analysis, SB 743 VMT analysis under CEQA, impact fee nexus studies, and transit service planning.

Previous Work

1. None.

Study Design (Tasks and Responsible Agencies)

Task #	Task	Completion Date	% of Effort
1	In consultation with Caltrans District 6 & 9 and the California Housing and Community Development (HCD) develop questions related to housing for the survey. (Responsible Agencies: SJV MPOs.)	Fall 2022	25%
2	Finalize/issue survey instrument, create report. (Responsible Agency: Consultant)	June 30	75%

End Products (Schedule)

1. Completed Household Travel Survey for use with 2026 Regional Transportation Planning (Consultant).

Revenue Budget

AGENCY					FHWA		FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	FY 22-23 SB-1	HCD		Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover	
Kern COG										\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ -	
Consultant											\$ -					
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ -	

Funding by Task

SOURCE	TASKS		TOTAL
	1	2	
HCD	\$ -	\$ -	\$ -
Local	\$ 4,587	\$ 13,761	\$ 18,348
TOTAL	\$ 4,587	\$ 13,761	\$ 18,348

300 ECONOMIC DEVELOPMENT

The economic climate of the Kern region is a vital element in the well-being of the area. Housing, land use and transportation are directly related to the economic condition of the area.

The strengthening of the economic climate will assist in developing a balanced multi modal transportation system that is designed to contribute to the attainment of air quality and other environmental goals; to provide reasonable and affordable transportation for the elderly, handicapped and disadvantaged.

No projects are programmed in FY 2023-2024.

400 HEALTH

Kern COG is concerned about any adverse effects its policies and programs might have on community health and related issues. All activities are carefully reviewed for potential impacts on community health. In addition, Kern COG attempts to take advantage of all opportunities to improve and protect public health through its environmental and other projects (please see Work Element 601.4.

Kern COG also considers health and related issues in its role as area wide clearinghouse.

No projects are programmed in FY 2023-2024.

500 SAFETY AND JUSTICE

Kern COG has a responsibility to ensure its programs and policies protect public safety and promote justice. These general goals are an integral part of each of Kern COG's programs.

Kern COG is responsible for ensuring that land use policies in the vicinity of public use airports protect public safety. The area-wide housing plan is intended to promote policies that encourage the provision of a safe and pleasant community environmental for all. Kern COG's transportation planning policies promote a safe means of travel for all segments of society.

No projects are programmed in FY 2023-2024.

600 INTERMODAL TRANSPORTATION PLANNING

Kern COG is responsible for managing a continuous, cooperative and comprehensive transportation planning process and program. The Regional Transportation Plan is the key long-range planning document for ensuring integrated transportation system improvements meets the challenge of a mobile society today and in the future.

The Kern regional transportation program addresses all modes and unique needs of a vast and diverse region. Transportation is related to land use, housing, recreation, open space and resource conservation. The elements are a part of both the process and plan. The regional transportation planning process places emphasis on service level improvement for all modes and refinement of the relationship of each mode to the overall transportation plan.

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
**Work Element # 601.1 – REGIONAL TRANSPORTATION PLAN/
 CONGESTION MANAGEMENT PROCESS**

Purpose & Goal*

Using a collaborative, comprehensive, continuous four-year cycle, amend and update the Regional Transportation Plan (RTP) to address short- and long-term multi-modal transportation needs over a 20+ year timeframe in compliance with applicable federal and state requirements, using an integrated document approach. Some of the requirements addressed by the RTP include Federal Code Title 23 Part 450.320 congestion management process (CMP) and California Government Code Sec. 65080(b)(2) sustainable communities strategy (SCS).

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, air quality conformity, Performance Management and State of Good Repair.

Previous Work

1. 2022 RTP/SCS Program Environmental Impact Report (PEIR);
2. 2018, 2022 RTPs, SCSs, CMPs, supportive studies (freight, transit, complete streets, etc.), and inclusive of programmatic environmental documents;
3. 2018, 2020 Regional Transportation Improvement Programs;
4. 2017, 2019, 2021 and Federal Transportation Improvement Program, amendments, and Conformity Analysis;
5. 2018, 2020, 2022 Federal approval of the Federal Transportation Improvement Program, RTP and related Conformity Analysis and amendments;
6. 2020, California Air Resources Board acceptance of the SCS.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Continue the four-year cycle update process for the RTP/SCS, including: status reports, revised modeling, revenue projections, Capital Improvement Program (CIP) list development, mapping, visualizations and element updates (Responsible Agency: Kern COG).	June 30	20%
2	Review and revise conformity analysis, as necessary and re-adopt resolution documenting air quality conformity (Responsible Agency: Kern COG).	June 30	10%
3	Review RTP guidelines and updates to maintain compliance with state and federal mandates, goals, policies and implementing actions of the RTP (Responsible Agency: Kern COG).	March 31	10%
4	Assess the intermodal feasibility of proposed: aviation, highway, public transit, goods movement and non-motorized transportation projects. Continue to monitor and update proposed at-grade and grade-separated rail safety projects (Responsibility Agency: Kern COG);	December 30	15%
5	Identify short- and long-range strategies and actions to meet projected demands; When updating the RTP, include Freight	June 30	15%

	Movement analyses findings, as well as ITS studies (Responsible Agency: Kern COG);		
6	Evaluate the federal congestion management process for consistency with the Regional Transportation Plan (Responsible Agency: Kern COG);	December 30.	10%
7	Coordinate the system planning process with Caltrans Districts 6 and 9; Coordinate with member agencies to implement the currently adopted Regional Transportation Plan (Responsible Agency: Kern COG);	June 30	5%
8	Determine a means to address federal surface transportation funding requirements for ground access improvements (Responsible Agency: Kern COG);	June 30	5%
9	As necessary, revise, amend and update the Regional Transportation Plan, assuring compliance with state and federal air quality requirements (California Clean Air Act, Federal Clean Air Act Amendments of 1990, and State Implementation Plan) as well as the Air Quality Attainment Plan adopted by the two local air districts (Responsible Agency: Kern COG).	June 30	5%
10	Coordinate development of the RTP/SCS with representatives from Department of Defense on infrastructure and connectivity needs for the Strategic Highway Network (STRAHNET). Coordinated with the Federal Land Management Agency on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. RTP development status reports (January 2024, June 2024)
2. Modeling runs in support of RTP Development; Amendments; Revenue Projections; Capital Improvement Program and mapping; (June 2024)
3. Capital Improvement Program; (June 2024)
4. Conformity analysis including RTP amendments; and (June 2024)

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$45,073				\$45,073					\$90,146	\$5,170	\$0	\$5,170	\$0
Consultant										\$0				
Total	\$45,073	\$0	\$0	\$0	\$45,073	\$0	\$0	\$0	\$0	\$90,146	\$5,170	\$0	\$5,170	\$0

Funding by Task

SOURCE	TASKS										TOTAL
	1	2	3	4	5	6	7	8	9	10	
FHWA PL	\$ 9,015	\$ 4,507	\$ 4,507	\$ 6,761	\$ 6,761	\$ 4,507	\$ 2,254	\$ 2,254	\$ 2,254	\$ 2,254	\$ 45,073
FTA 5303	\$ 9,015	\$ 4,507	\$ 4,507	\$ 6,761	\$ 6,761	\$ 4,507	\$ 2,254	\$ 2,254	\$ 2,254	\$ 2,254	\$ 45,073
STIP PPM	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 18,029	\$ 9,015	\$ 9,015	\$ 13,522	\$ 13,522	\$ 9,015	\$ 4,507	\$ 4,507	\$ 4,507	\$ 4,507	\$ 90,146

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 601.2 – RTP/CIP FINANCIAL ELEMENT

Purpose & Goal*

Revise, amend and implement the action and financial elements (Capital Improvement Program) of the Regional Transportation Plan (RTP) to address short and long-term financial planning over the life of the Plan.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, Performance Management and State of Good Repair.

Previous Work

1. 2022 RTP, inclusive of program environmental impact reports;
2. 2021 Federal Transportation Improvement Programs;
3. Congestion Management Program as updated;
4. Develop financial nexus for future corridor and subarea studies, such as the Bakersfield System Study and high-speed rail analysis;
5. Kern Data publications; and
6. Other Kern COG planning studies.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Prepare 2022 RTP and Draft 2026 RTP Capital Improvement Program updates based on updated lists of transportation projects for further document development and modeling. (Responsible Agency: Kern COG).	June 30	50%
2	Update the financial element narrative and CIP analysis to support transportation demand management and transportation control measures. (Responsible Agency: Kern COG).	June 30	10%
3	Coordinate transportation demand management actions and transportation control measures to meet needs of major capital improvements. (Responsible Agency: Kern COG).	June 30	10%
4	Update funding strategies and actions to meet projected financial demand and shortfall. (Responsible Agency: Kern COG).	June 30	10%
5	Maintain a prioritized list of aviation, highway, street and road, public transit, goods movement and non-motorized projects as well as intermodal options, for the region. (Responsible Agency: Kern COG).	June 30	10%
6	Develop data for available transportation funding options with private sector participation. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Financial element/Capital Improvement Program amendments as necessary to maintain compatibility with other elements of the 2022 RTP. (June 2024)
2. Update financial element/Capital Improvement Program for Draft 2026 RTP (June 2024)

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$46,302									\$46,302	\$5,311		\$0	\$0
Consultant										\$0				
Total	\$46,302	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,302	\$5,311	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	\$ 23,151	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 46,302
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 23,151	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 4,630	\$ 46,302

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 601.3 –REGIONAL TRANSPORTATION COMMUNITY
SURVEY & OUTREACH

Purpose & Goal

To gain public input on the Regional Transportation Plan/Sustainable Community Strategy (RTP/SCS) process and integrate U.S. Department of Transportation Environmental Justice regulations and Title VI requirements into Kern COG's planning processes. This Work Element uses PL and STIP PPM funds to encourage local and regional multimodal transportation and land use planning, provide education and outreach to disadvantaged communities and strive to achieve sustainability, preservation, mobility, improved health and social equity.

Previous Work

1. Public workshops/Community meetings;
2. Website and newspaper advertising;
3. Regional community survey 2009 through 2023;
4. 2010, 2012, 2016, 2018, 2020 Environmental Justice and Social Equity Roundtable;
5. California Central Valley Tribal Transportation Environmental Justice Collaborative Project (FY 2008-09);
6. Tribal Notification Area Map for San Joaquin Valley (GIS map);
7. Tejon Indian Tribe designated as a member of the Regional Planning Advisory Group;
8. Continue government-to-government coordination with the Tejon Indian Tribe;
9. Updated Public Information Policies and Procedures – May 2019.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Design public outreach content and timing, ensure that the planning process successfully integrates environmental justice and federal land management agencies into decision making, produce public outreach reports and data analysis for the RTP/SCS. (Responsible Agency: Kern COG).	June 30	25%
2	Identify transportation needs of target populations, including disadvantaged communities and Environmental Justice communities; Quantitatively assess benefits and burdens of transportation plans. (Responsible Agency: Kern COG).	June 30	15%
3	Continue government-to-government relationship with the Tejon Tribe and other tribal communities for the RTP/SCS process. (Responsible Agency: Kern COG).	June 30	15%
4	Continue government-to-government relationship with Tejon Tribe with the goal of developing an agreement with policies and procedures that outline roles, responsibilities and key decision points. (Responsible Agency: Kern COG).	June 30	15%
5	Prepare and conduct the annual quality of life community survey. (Responsible Agency: Consultant).	May 31	10%

6	Update Public Information Policies and Procedures (Responsible Agency, Kern COG)	September 30	20%

End Products (Schedule)

1. Outreach at Community Events (July 2023 – June 2024).
2. Newspaper advertising (July 2023 – June 2024).
3. Public workshops and community meetings (July 2023 – June 2024).
4. Regional community survey (Consultant) (March/April 2024) (\$75,000 – STIP PPM).
5. GIS maps of minority and low-income populations (June 2024).
6. Integrate U.S. Department of Transportation Environmental Justice regulations into the Regional Transportation Plan process (June 2024).
7. Monitor Integrated Performance Measures Analysis from 2022 Regional Transportation Plan (June 2024).
8. Revise environmental justice modeling metro and non-metro TAZs and job centers TAZs (June 2024).
9. Updated Public Information Policies and Procedures (September 2023).

Revenue Budget

AGENCY	FHWA			TOTAL		TOLL CREDITS NOT REVENUE	
	PL	PL carryover		Local		PL	PL carryover
Kern COG	\$ 26,080			\$ -	\$ 26,080	\$ 2,991	\$ -
Consultant	\$ 6,000		\$ 75,000		\$ 81,000		
Total	\$ 32,080	\$ -	\$ 75,000	\$ -	\$ 107,080	\$ 2,991	\$ -

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	\$ 8,020	\$ 4,812	\$ 4,812	\$ 4,812	\$ 3,208	\$ 6,416	\$ 32,080
STIP PPM	\$ 18,750	\$ 11,250	\$ 11,250	\$ 11,250	\$ 7,500	\$ 15,000	\$ 75,000
Local	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
TOTAL	\$ 26,770	\$ 16,062	\$ 16,062	\$ 16,062	\$ 10,708	\$ 21,416	\$ 107,080

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 601.4 – FEDERAL PERFORMANCE MEASURES DATA AND ANALYSIS

Purpose & Goal*

Establish and monitor a variety of highway safety, bridge, pavement and overall system performance measures within the transportation planning process. Provides for data gathering and analysis to promote a safe, sustainable, integrated and efficient transportation system to enhance the region's economy, health and livability.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, and Performance Management.

Previous Work

1. 2018 - 2022 Federal MPO/State Safety Performance Measure (PM 1);
2. 2018 – 2020 Federal MPO/State Pavement & Bridge Performance Measure (PM2);
3. 2018 Federal MPO/State Travel Time Reliability Performance Measure (PM3);
4. Completion of PM 1-3 targets;
5. Participated in PM1-3 Webinars and Trainings;
6. 2014, 2018 and 2022 Environmental Justice Measures Analysis;
7. 2021 Project Delivery Policies and Procedures; and
8. Developed Health Equity Performance Measures.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	PM 1 – Consider and adopt two measures to assess motorized fatalities: (1) Number of fatalities; (2) Rate of fatalities. (Responsible Agency: Kern COG).	February	10%
2	PM 1 – Consider and adopt two measures to assess motorized serious injuries: (1) Number of serious injuries; (2) Rate of serious injuries. (Responsible Agency: Kern COG).	February	15%
3	PM 1 – Consider and adopt one measure for non-motorized safety performance: (1) Number of non-motorized fatalities and non-motorized serious injuries. Note: Pedestrian and non-motorized fatalities and severe injuries are combined as requested by Caltrans MAP-21 Safety Performance Management (PM 1) Team in accordance with FHWA. (Responsible Agency: Kern COG).	February	5%
4	Create Safety Plans for 9 participating cities. (Responsible Agency: Consultant).	April	5%
5	PM 2 – Consider and adopt two measures for Interstate System pavement condition: (1) Percentage of pavements on the Interstate System in Good condition; (2) Percentage of pavements on the Interstate System in Poor condition. (Responsible Agency: Kern COG).	November	5%
6	PM 2 – Consider and adopt two measures for National Highway System (NHS) pavement condition: (1) Percentage of pavements on the NHS (excluding the Interstate System) in	November	5%

	good condition; (2) Percentage of pavements on the NHS (excluding the Interstate System) in Poor condition. (Responsible Agency: Kern COG).		
7	PM 2 – Consider and adopt two measures of bridge condition: (1) Percentage of NHS bridges in Good condition; (2) Percentage of NHS bridges in Poor condition. (Responsible Agency: Kern COG).	November	5%
8	PM 3 – Consider and adopt four system-wide measures: (1) Percentage of reliable person-miles traveled on the Interstate; (2) Percentage of reliable person-miles traveled on the non-Interstate NHS; (3) Percent change in CO2 emissions from 2017, generated by on-road mobile sources on the NHS; (4) A measure evaluating truck travel time reliability on the Interstate system (average truck reliability index). (Responsible Agency: Kern COG).	November	5%
9	PM 3 – Consider and adopt three measures to assess the federal Congestion Mitigation Air Quality program; (1) Total emission reductions for applicable criteria pollutants, for non-attainment and maintenance areas. (Responsible Agency: Kern COG).	November	5%
10	PM 3 – Consider and adopt two measures to assess traffic congestion: (1) Annual hours of peak hour excessive delay per capita; (2) Modal share; specifically, the percent of non-single occupancy vehicle travel, including travel avoided by telecommuting. (Responsible Agency: Kern COG).	November	5%
11	Update disadvantaged communities mapping as needed. (Responsible Agency: Kern COG).	June 30	5%
12	Implement a Federal Transit Administration (FTA) Transit asset Management Plan and Performance Measures (rolling stock, equipment, facilities, infrastructure; and Caltrans transit “State of Good Repair” countywide reporting. (Responsible Agency: Kern COG).	June 30	5%
13	System level integrated performance measures for Environmental Justice, Title VI, and smart mobility framework. (Responsible Agency: Kern COG).	June 30	15%
14	Project Level Performance measures to support the transportation improvement program and grant applications. (Responsible Agency: Kern COG).	June 30	5%
15	Continue developing and monitoring health performance measures in coordination with health advocates. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. MPO PM 1 Targets (annually) (February 2024)
2. MPO PM 2-3 Targets (every-other-year) (November 2024)
3. MPO PM Online Report (annually) (November 2024)

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$52,892									\$52,892	\$6,067	\$0	\$0	\$0
Consultant										\$0				
Total	\$52,892	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,892	\$6,067	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS															TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
FHWA PL	\$ 5,289	\$ 7,934	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 7,934	\$ 2,645	\$ 2,645	\$ 52,892
HSIP	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 5,289	\$ 7,934	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 2,645	\$ 7,934	\$ 2,645	\$ 2,645	\$ 52,892

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 602.1 – TRANSPORTATION IMPROVEMENT PROGRAM

Purpose & Goal*

Develop a multimodal transportation system and implement long-range transportation plans in the Kern County area.

*Meets Core Planning Functions including Regional Transportation Plan, Federal Transportation Improvement Program and Congestion Management Process, air quality, Performance Management and State of Good Repair.

Previous Work

1. 2022 Regional Transportation Plan and amendments;
2. 2021 Regional/Federal Transportation Improvement Program;
3. Amendments to the 2021 Federal Transportation Improvement Program;
4. Develop and submit 2022 Regional Transportation Improvement Program;
5. Develop 2023 Federal Transportation Improvement Program; and
6. California Transportation Improvement Program System (CTIPS).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Develop and manage the Federal Transportation Improvement Program, maintain fiscal constraint. (Responsible Agency: Kern COG).	June 30	25%
2	Develop and manage the Regional Transportation Improvement Program. (Responsible Agency: Kern COG).	December 15	15%
3	Conduct outreach meetings and workshops to develop Transportation Improvement Programs and lists of capital projects. (Responsible Agency: Kern COG).	June 30	5%
4	Coordinate state and federal-aid capital improvement programs including ranking and development, review and approval for project applications. Monitor Sites of Repeated Disaster Damage table when selecting projects. (Responsible Agency: Kern COG).	June 30	15%
5	Conduct conformity analysis, adopt resolution and accept conformity findings and document conformity with various air quality strategies. (Responsible Agency: Kern COG).	June 30	5%
6	Monitor proposed at-grade and grade-separated rail projects. (Responsible Agency: Kern COG).	June 30	5%
7	Evaluate compliance with air quality conformity, state implementation plan, NEPA and title VI in project delivery process. (Responsible Agency: Kern COG).	June 30	5%
8	Monitor California Transportation Commission and legislative proposals related to transportation financing. (Responsible Agency: Kern COG).	June 30	10%
9	Continue CTIPS and participate in statewide programming coordination meetings. (Responsible Agency: Kern COG).	June 30	5%
10	Update transportation improvement project selection policy as needed to include new state and federally mandated air quality and planning policies. (Responsible Agency: Kern COG).	June 30	5%

11	Coordinate development of the Transportation Improvement Program with representatives from Department of Defense on infrastructure and connectivity needs for the Strategic Highway Network (STRAHNET). Coordinated with the Federal Land Management Agency on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. 2024 RTIP (December 2023)
2. 2023 FTIP Amendments (June 2024)

Future End Products (Schedule)

1. 2025 FTIP (December 2024)

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$253,778								\$61,818	\$315,596	\$29,108	\$0	\$0	\$0
Consultant										\$0				
Total	\$253,778	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$61,818	\$315,596	\$29,108	\$0	\$0	\$0

Funding by Task

SOURCE	1	2	3	4	5	6	7	8	9	10	11	TOTAL
FHWA PL	\$ 63,445	\$ 38,067	\$ 12,689	\$ 38,067	\$ 12,689	\$ 12,689	\$ 12,689	\$ 25,378	\$ 12,689	\$ 12,689	\$ 12,689	\$ 253,778
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ 15,455	\$ 9,273	\$ 3,091	\$ 9,273	\$ 3,091	\$ 3,091	\$ 3,091	\$ 6,182	\$ 3,091	\$ 3,091	\$ 3,091	\$ 61,818
TOTAL	\$ 78,899	\$ 47,339	\$ 15,780	\$ 47,339	\$ 15,780	\$ 15,780	\$ 15,780	\$ 31,560	\$ 15,780	\$ 15,780	\$ 15,780	\$ 315,596

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 602.2 – PROJECT PLANNING & DEVELOPMENT ASSISTANCE
FOR FEDERAL-AID PROJECTS

Purpose & Goal*

Assist local agencies with planning and development of federal aid projects consistent with federal Title 23 requirements. Work cooperatively with Caltrans Planning, Federal Highway Administration and Federal Transit Administration to facilitate planning, development of federal aid projects to reduce duplication of effort.

*Meets various Federal Planning Factors, Core Planning Activities including the Regional Transportation Plan and Federal Transportation Improvement Program, Performance Management and State of Good Repair.

Previous Work

1. 2018 and 2022 Regional Transportation Plan and amendments;
2. 2021 Regional/Federal Transportation Improvement Programs and amendments;
3. Short-range transit plans;
4. Accessing California Transportation Improvement Program System database;
5. Congestion Management Program Updates.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Assist local agencies and Caltrans with State Transportation Improvement Program (STIP) project planning & development and other state funded programs. (Responsible Agency: Kern COG).	June 30	20%
2	Host local assistance planning & project development and other state funded programs. (Responsible Agency: Kern COG).	June 30	10%
3	Monitor RIP, IIP, RSTP, CMAQ, ATP and other federal-aid projects. Monitor state funded projects including SB 1 programs and projects. Report project development status to Caltrans, CTC and member agencies annually. (Responsible Agency: Kern COG).	June 30	30%
4	Participate with Caltrans Districts 6 and 9 in state highway project planning, development, coordination and programming. (Responsible Agency: Kern COG).	June 30	10%
5	Monitor Caltrans Districts 6 and 9 expenditures and project development activities to assure Kern regional projects are timely and budget constrained. (Responsible Agency: Kern COG).	June 30	10%
6	Develop and submit responses to project planning & development inquiries to local agencies, Caltrans Local Assistance, Caltrans Planning, FHWA, and FTA. (Responsible Agency: Kern COG).	June 30	20%

End Products (Schedule)

1. Project status reports (CMAQ/RSTP/ATP/TDA Article 3) to local agencies (November 2023 and February 2024).
2. Progress Report for Projects of Regional Significance (October 2023 and April 2024).
3. Project status workshop (June 2024).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$210,514									\$210,514	\$24,146	\$0	\$0	\$0
Consultant										\$0				
Total	\$210,514	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$210,514	\$24,146	\$0	\$0	\$0

Revenue Budget

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	\$ 42,103	\$ 21,051	\$ 63,154	\$ 21,051	\$ 21,051	\$ 42,103	\$ 210,514
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 42,103	\$ 21,051	\$ 63,154	\$ 21,051	\$ 21,051	\$ 42,103	\$ 210,514

**Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 603.1 - TRANSPORTATION SYSTEMS
MONITORING AND COORDINATION**

Purpose & Goal*

To monitor and coordinate transportation planning, the transportation plan implementation process and management system requirements of the Federal transportation re-authorization bill.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Public Participation and Education, Federal Transportation Improvement Program, Performance Management and State of Good Repair.

Previous Work

1. 2018 Intelligent Transportation Systems Plan for the Kern Region – annual report.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Participate in transportation monitoring systems for projects funded in the FTIP through project status meetings with member agencies. (Responsible Agency: Kern COG).	June 30	10%
2	Provide technical assistance and transportation-related assistance to member agencies. (Responsible Agency: Kern COG).	June 30	10%
3	Analyze, update and integrate new population estimates and other demographic information to provide consistent population, economic and employment projections for a comprehensive areawide planning process. (Responsible Agency: Kern COG).	June 30	5%
4	Coordinate and cooperate with Caltrans Districts 6 and 9 in developing system planning studies. (Responsible Agency: Kern COG).	June 30	10%
5	Encourage and coordinate public involvement in transportation planning services at state, regional and local levels. (Responsible Agency: Kern COG).	June 30	5%
6	Coordinate regional transportation planning activities with local land use agencies and local system planning studies. (Responsible Agency: Kern COG).	June 30	5%
7	Monitor and coordinate the operational and physical continuity of the transportation system within the region with neighboring regions. (Responsible Agency: Kern COG).	June 30	5%
8	Monitor local planning activities for transportation related energy conservation measures that meet federal, state and local goals and objectives. (Responsible Agency: Kern COG).	June 30	5%
9	Continue to monitor and update proposed at-grade and grade-separated rail safety projects for Kern County. (Responsible Agency: Kern COG).	June 30	5%
10	Review each transportation proposal, short-range transit plan or social service requests to be included with or	June 30	5%

	measured against, the Regional Transportation Plan. (Responsible Agency: Kern COG).		
11	Monitor and review Intelligent Transportation Systems (ITS) activity at the federal, state, valley and local level. (Responsible Agency: Kern COG).	June 30	35%

End Products (Schedule)

1. Project status meeting report. (June 2024 Kern COG TPPC meeting).
2. ITS database update. (As requested and approved by the Architecture Maintenance Committee – June 2024).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$20,067									\$20,067	\$2,302	\$0	\$0	\$0
Consultant										\$0				
Total	\$20,067	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,067	\$2,302	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS											TOTAL
	1	2	3	4	5	6	7	8	9	10	11	
FHWA PL	\$ 2,007	\$ 2,007	\$ 1,003	\$ 2,007	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 7,023	\$ 20,067
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 2,007	\$ 2,007	\$ 1,003	\$ 2,007	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 1,003	\$ 7,023	\$ 20,067

**Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 603.2 – TRAFFIC COUNT PROGRAM**

Purpose & Goal*

Provide data to assess existing and planned transportation systems performance as required by the Clean Air Act; for transportation planning management system requirements of the federal Moving Ahead for Progress in the 21st Century (MAP-21) law; and to avoid duplication of traffic count effort among local jurisdictions.

*Meets several Federal Planning Functions, Core Planning Functions including the Regional Transportation Plan, Performance Management and State of Good Repair.

Previous Work

1. Federally mandated Highway Performance Monitoring system (HPMS);
2. 1984-present, local agency traffic counts;
3. Annual transportation report;
4. Kern Regional Transportation Modeling Committee;
5. Kern COG regional transportation model calibration;
6. Monitor directional splits for calibration of the Kern COG peak hour model;
7. Predict commodity flow and freight movements;
8. Monitor speed data for posted speed limit change analysis;
9. Monitor recurring unsafe speed locations additional speed enforcement activity signalization safety improvement analysis;
10. Planning, design and construction of federal aid projects;
11. Apportionment or allocation of federal funds;
12. Air Quality, Environmental impact analysis;
13. Pavement maintenance, research and supporting the Strategic Highway Research Program (SHRP);
14. Upgraded traffic count website;
15. Develop a Bicycle and Pedestrian Monitoring Plan within the Regional Transportation Monitoring Plan;
16. Establish a Bicycle and Pedestrian Count Program, including a list of anticipated count locations;
17. Developed a regional traffic count program that includes counts in both incorporated and unincorporated disadvantaged communities.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Participate in the Highway Performance Monitoring system (HPMS) Program, including traffic counts on designated segments. Coordinate HPMS information into the Kern GeoNet system. (Responsible Agency: Kern COG).	June 30	5%
2	Oversee a Regional Traffic Count Program. (Responsible Agency: Consultant).	June 30	30%
3	Hold bi-monthly Kern Regional Transportation Modeling Committee meetings. (Responsible Agency: Kern COG).	Bi-monthly	10%

4	Oversee Regional Traffic Count Service contract and perform quality assurance testing for all deliverables. (Responsible Agency: Kern COG).	June 30	30%
5	Maintain a Regional Speed Survey program. (Responsible Agency: Kern COG).	June 30	5%
6	Conduct a bike census. Maintain a Bike and Pedestrian County website. (Responsible Agency: Consultant).	June 30	5%
7	Maintain and update traffic, bicycle and pedestrian count plan, ensuring adequate coverage of disadvantaged communities. (Responsible Agency: Kern COG).	June 30	10%
8	Coordinate the Disadvantaged Communities/Environmental Justice Mapping in Work Element 201.1 with the Bicycle and Pedestrian County Program. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. Annual HPMS Survey. (May 2022).
2. Annual traffic count resource. (June 2022).
3. Traffic, Bicycle and Pedestrian Count Program. (Consultant) (June 2022).
4. Traffic Count Website maintenance (Consultant) (June 2022).
5. Bicycle and Pedestrian Count Website maintenance (Consultant) (June 2022).

Revenue Budget

AGENCY					FHWA					FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover					
Kern COG									\$ 7,888	\$ 7,888	\$ -	\$ -	\$ -	\$ -					
Consultant			\$ 79,677						\$ 15,029	\$ 94,706	\$ -								
Total	\$ -	\$ -	\$ 79,677	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,917	\$ 102,594	\$ -	\$ -	\$ -	\$ -					

Funding by Task

SOURCE	TASKS								TOTAL
	1	2	3	4	5	6	7	8	
FHWA RSTP	\$ 3,984	\$ 23,903	\$ 7,968	\$ 23,903	\$ 3,984	\$ 3,984	\$ 7,968	\$ 3,984	\$ 79,677
Local	\$ 1,146	\$ 6,875	\$ 2,292	\$ 6,875	\$ 1,146	\$ 1,146	\$ 2,292	\$ 1,146	\$ 22,917
TOTAL	\$ 5,130	\$ 30,778	\$ 10,259	\$ 30,778	\$ 5,130	\$ 5,130	\$ 10,259	\$ 5,130	\$ 102,594

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 603.3 – MOBILITY INNOVATIONS AND INCENTIVES

Purpose & Goal*

To promote advanced transportation technologies in public and private fleets and infrastructure operations throughout the Kern region to reduce emissions, promote sustainable travel modes and maximize system efficiency. Provides a more sustainable, efficient transportation system through innovation.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Performance Management.

Previous Work

1. Project delivery, grant research, and write grants;
2. 2013-2023 San Joaquin Valley Electric Vehicle Partnership member;
3. 2013-2023 San Joaquin Valley Natural Gas Partnership member;
4. 2016-2022 National Drive Electric Week and Media Campaigns;
5. 2018-2020; 2022-2023 TRANSITions Transit Symposium;
6. 2021 TRANSITions Webinar Series;
7. 2021-2022 First Responder Training Workshops;
8. 2022 Regional Transportation Plan (and 2018).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Host or sponsor public workshops on mobility innovations, funding resources, or technician training with consideration for DACs. (Responsible Agency: Kern COG).	June 30	20%
2	Meet with member agencies and other public agencies to determine interest in shared mobility options, alternative fuel vehicles and fueling or charging infrastructure, and FAST Alternative Fuel Corridor designations. (Responsible Agency: Kern COG).	June 30	5%
3	Attend the Advanced Clean Transportation Expo (May 2024), the NorCal Clean Tech Forum or other related conferences either in person or online. (Responsible Agency: Kern COG).	June 30	10%
4	Coordinate, host, sponsor and participate in local activities to support the development of zero emission vehicle market or infrastructure. Partner with local agencies as appropriate, attend meetings, and workshops with consideration for DACs. (Responsible Agency: Kern COG).	June 30	40%
5	Promote mobility innovations, alternative fuel vehicles and infrastructure activities and events through media releases, paid public awareness campaigns, and public outreach. (Responsible Agency: Kern COG).	June 30	25%

End Products (Schedule)

1. Project status reports (July, October, January, April) (PPM)
2. Advertising and marketing materials. (June) (Local) WE 1001.1
3. National Drive Electric Week (October) (PPM)

4. TRANSITions Transit Symposium materials (June) (PPM)
5. Public EV Charging Station events or training workshops (June)(Local)
6. Conference, meeting and workshop participation (June) (Local)
7. One public Medium- and Heavy-Duty Zero Emission workshop (June) (PPM)

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$23,414									\$23,414	\$2,686	\$0	\$0	\$0
Consultant	\$35,000									\$35,000	\$4,015			
Total	\$58,414	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$58,414	\$6,700	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
FHWA PL	\$ 11,683	\$ 2,921	\$ 5,841	\$ 23,366	\$ 14,604	\$ 58,414
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 11,683	\$ 2,921	\$ 5,841	\$ 23,366	\$ 14,604	\$ 58,414

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 603.4 – KERN ELECTRIC VEHICLE (EV) READINESS BLUEPRINT

Purpose & Goal*

The goal of this program is to implement the 2019 Kern Electric Vehicle Charging Station Blueprint developed to place Kern County on a pathway to achieve its 2018 Regional Transportation Plan and Sustainable Communities Strategy greenhouse gas emission reduction goals at an accelerated rate through high-impact transportation electrification projects.

*Meets several Federal Planning Factors and Performance Management.

Previous Work

1. 2018 and 2022 Regional Transportation Plan;
2. 2016 – Present Electric vehicle charging space inventory;
3. 2019 EV Charging Station Blueprint and Toolkits;
4. California Energy Commission Solicitation GFO-19-603 EV Ready Communities Funding agreement and amendment ARV-20-0101 (April 2021/June 2022).

Study Design (Tasks & Responsible Agency)

Kern County is challenged by poor air quality and barriers to the deployment of emission reduction technologies. According to the CalEnviroScreen, 81-90% of the County qualifies as Disadvantaged Area Communities (DACs). DACs generally lack private investment and a capacity to develop clean transportation projects. Nonprofits and governments are overwhelmed and capital-restrained in their efforts to support emission reduction efforts. Kern COG applied for, and in January 2021 was awarded funding from the California Energy Commission (CEC) to implement the 2019 Kern EV Charging Station Blueprint. In September 2021, the CEC issued a new Notice of Proposed Award, increasing funding to Kern COG. The agreement between Kern COG and the CEC extends to April 2024. Major Partners (receiving more than \$100,000) will be responsible for implementing some of the tasks as indicated below.

The project will address implementation strategies under three goals identified in the Blueprint and encompass (1) the installation of EV Charging Stations in High Impact locations and elsewhere in Kern County, (2) through the purchase of a BEAM EV ARC and two Level 2 Charging stations, support EV and EV Infrastructure workforce development through the Bakersfield College Automotive Technology Program, creating pathways to higher education and technical careers (3) support expansion of MioCar electric carsharing operations in Kern County, (4) purchase and pilot eBikes in Kern County DACs, (5) increase public awareness, and (6) collect and analyze data. This effort complements public education and outreach efforts under Mobility Innovations Work Elements 203.3A and 603.3.

Task #	Task	Completion Date	% of Effort
1	Site hosts submit monthly or quarterly project status reports for Kern COG to aggregate into a report no less than quarterly to the California Energy Commission (CEC).	June 30	10%

2	Electric Vehicle Charging Station Installation by Site Hosts. Kern COG shares project status and documents with the CEC no less than quarterly.	June 30	5%
3	Workforce Development: Kern Community College District is responsible for Implementation. Install charging stations to support new course offerings in Automotive Technology Training on campus, or at a regional training center.	June 30	20%
4	Miocar Electric Carshare Program will install two level 2 charging stations in east Kern County. Miocar will acquire vehicles, install telematics, create an outreach plan and launch operations.	June 30	20%
5	Outreach and Program Management consultants will provide services to the program	June 30	20%
6	2024 Update to the 2019 EV Charging Station Blueprint	June 30	20%
7	Conduct Electric Bike Pilot Program throughout Kern County.	June 30	5%

End Products (Schedule)

1. Project Status Reports to the California Energy Commission (July, October, January, April).
2. Photographs of charging stations and students at Kern Community College District Automotive Training and Technology Center(s) (June).
3. Photographs of Miocar vehicles at new Kern County locations (June).
4. Consultant progress reports (June).
5. Electric Bikes Pilot progress report (June).

Revenue Budget

AGENCY					FHWA		FTA		TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	FY 23-24 SB-1	CEC	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG								\$ 102,134		\$ 102,134	\$ -	\$ -	\$ -	\$ -
Consultant								\$1,035,610		\$1,035,610				
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,137,744	\$ -	\$1,137,744	\$ -	\$ -	\$ -	\$ -

Funding by Task

SOURCE	1	2	3	4	5	6	7	TOTAL
CEC	\$ 113,774	\$ 56,887	\$ 227,549	\$ 227,549	\$ 227,549	\$ 227,549	\$ 56,887	\$ 1,137,744
TOTAL	\$ 113,774	\$ 56,887	\$ 227,549	\$ 227,549	\$ 227,549	\$ 227,549	\$ 56,887	\$ 1,137,744

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 604.1 – REGIONAL TRAVEL DEMAND MODEL MAINTENANCE

Purpose & Goal*

To develop and maintain the regional travel demand model. The maintenance of the regional travel demand model will ensure Kern COG has updated travel data and projections that will inform decision-making and the RTP. This activity will include a consultant contract for the purposes of maintaining the model. All modeling assumptions will be coordinated with Kern COG's Regional Planning Advisory Committee.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, air quality planning and Performance Management.

Previous Work

1. Acquired training, computer software and hardware for Regional Transportation Model;
2. Maintained travel/transit networks, model scripts and planning assumptions in support of modeling for Federal Air Quality Conformity, Regional Transportation Planning and Programming, Environmental Analysis, Cumulative effects analysis, impact fee analysis;
3. Transportation investment studies for transit and multiple occupancy vehicle use.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Maintain TAZ boundaries as needed (model maintenance). (Responsible Party: Kern COG).	June 30	5%
2	Maintain transit network in Cube (model maintenance). (Responsible Agency: Kern COG).	June 30	10%
3	Maintain transit access file using GIS (model maintenance). (Responsible Agency: Kern COG).	June 30	10%
4	Calibrate & validate outlying communities in Cube model to base year 2019/2020 (model maintenance). (Responsible Agency: Kern COG).	June 30	20%
5	Develop Milestone years to check for reasonableness. (Responsible Agency: Kern COG).	June 30	20%
6	Bring network and modeling assumptions for the base (existing and future (2050) years into conformance with existing general plans and assumptions (model maintenance). (Responsible Agency: Kern COG).	June 30	5%
7	Conduct Title VI environmental justice analysis of the short-range program and long-range plans to evaluate and determine transportation impacts. (Responsible Agency: Kern COG).	June 30	5%
8	Coordinate modeling assumptions and cumulative effect modeling through Regional Planning Advisory Committee. (Responsible Agency: Kern COG).	June 30	5%
9	Conform model for various years requested by ARB through 2050. (Responsible Agency: Kern COG).	June 30	20%
	Note: Model maintenance performed by Kern COG with occasional assistance from consultant as needed.		

End Products (Schedule)

1. Regional Planning Advisory Committee Agendas and Minutes (at least quarterly).
2. Model maintenance: updated networks, scripts, and inputs of transportation model (ongoing).
3. Environmental Justice Analysis Report (June 2024).
4. Develop future year model output (June 2024).
5. Model maintenance contract and support (Ongoing) (Consultant).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$245,048									\$245,048	\$28,107	\$0	\$0	\$0
Consultant	\$55,000									\$55,000	\$6,309			
Total	\$300,048	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,048	\$34,416	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
FHWA PL	\$ 15,002	\$ 30,005	\$ 30,005	\$ 60,010	\$ 60,010	\$ 15,002	\$ 15,002	\$ 15,002	\$ 60,010	\$ 300,048
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 15,002	\$ 30,005	\$ 30,005	\$ 60,010	\$ 60,010	\$ 15,002	\$ 15,002	\$ 15,002	\$ 60,010	\$ 300,048

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 604.2 – REGIONAL GROWTH FORECAST MODEL
DATA & ANALYSIS

Purpose & Goal

Provide growth forecast information to develop and maintain the regional travel demand model. Provides for data gathering and analysis to promote a more safe, sustainable, integrated and efficient transportation system to enhance the region's economy, health and livability.

Previous Work

1. Regional Growth Forecast Update 2020-2050 (March 2020);
2. Draft Regional Statistical Area distribution of Growth Forecast (Fall 2020);
3. Acquired land use modeling software support for growth forecast distribution (Dec 2020);
4. Updated employment data to 2020 base year (March 2021);
5. Updated household data to 2020 base year (Sept 2021);
6. Updated TAZ data of growth forecast (Fall 2022);
7. Status and Modeling Report FY21-22 (June 2023).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Increase number of TAZs as needed. (Responsible Agency: Kern COG).	June 30	5%
2	Kern Regional Growth Forecast 2024-2050. (Responsible Agency: Kern COG, Consultant)	June 30	35%
3	Coordinate modeling assumptions through Regional Transportation Modeling Committee/Regional Planning Advisory Committee. (Responsible Agency: Kern COG).	June 30	5%
4	Refine and update UPLAN land-use model for distribution of regional growth forecast. (Responsible Agency: Kern COG).	June 30	25%
5	Develop updated land use modeling software tool for redistribution of regional growth forecast. (Responsible Agency: Kern COG, Consultant).	June 30	30%

End Products (Schedule)

1. Regional Growth Forecast 2024-2050 (Spring 2024).
2. Status and modeling report FY23-24 (June 2024).

Revenue Budget

AGENCY	FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE				
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$70,835									\$70,835	\$8,125	\$0	\$0	\$0
Consultant	\$55,000									\$55,000	\$6,309			
Total	\$125,835	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,835	\$14,433	\$0	\$0	\$0

Funding by Task

SOURCE	1	2	TASKS 3	4	5	TOTAL
FHWA PL	\$ 6,292	\$ 44,042	\$ 6,292	\$ 31,459	\$ 37,751	\$ 125,835
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 6,292	\$ 44,042	\$ 6,292	\$ 31,459	\$ 37,751	\$ 125,835

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 604.3 – REGIONAL TRAVEL DEMAND MODEL ANALYSIS

Purpose & Goal*

Kern COG's transportation model assists in regional transportation and land use planning decisions. Provides for data gathering and analysis to promote a safer, sustainable, integrated and efficient transportation system to enhance the region's economy, health and livability.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Federal Transportation Improvement Program, air quality conformity, Performance Management and State of Good Repair.

Previous Work

1. Amazon Site Study;
2. Westside Parkway Highway Study;
3. Metro Bakersfield Land Use/Circulation Plan;
4. Morning Drive Corridor Study;
5. Route 58 Study;
6. GET Public Transportation Study;
7. GET Metropolitan Transportation Investment Strategy;
8. Downtown Delano Study;
9. SE Kern Transportation Study Tier I EIR specific requests;
10. MIP 2 Travel Model Development Report;
11. Cube Land integrated land use and transportation model pilot project;
12. Centennial Corridor Study;
13. Wasco High Speed Rail Impact Study;
14. Delano Transit Study;
15. Modeling support for Phase 1 of the Kern Area Regional Goods-Movement Operations Study (KARGO);
16. Kern County Base Year 2020 model.

Study Design (Tasks and Responsible Agencies)

Task #	Task	Completion Date	% of Effort
1	Provide modeling/support for regional transportation decision-making, air quality conformity modeling, local transportation impact fees and regional and member agency requested corridor studies. (Responsible Agency: Kern COG).	June 30	40%
2	Conduct Title VI environmental justice analysis of the short-range program and long-range plans to evaluate and determine transportation impacts. (Responsible Agency: Kern COG).	June 30	10%
3	Maintain airport ground access routes in the travel demand model. (Responsible Agency: Kern COG).	June 30	10%
4	Participate in San Joaquin Valley Model Improvement Program. (Responsible Agency: Kern COG).	June 30	10%
5	Assess the intermodal feasibility of proposed aviation, highway, public transit, goods movement and non-motorized projects.	June 30	10%

	Continue to monitor and update proposed at-grade and grade-separated rail safety projects. (Responsible Agency: Kern COG).		
6	Identify short- and long-range strategies and actions to meet projected demands. (Responsible Agency: Kern COG).	June 30	10%
7	Provide oversight for modeling support contracts. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Model support for regional air quality conformity analysis and amendments 2022 RTP (quarterly).
2. Modeling to support development of local transportation impact fees. (annually)
3. Transportation modeling (monthly).
4. Modeling to support development of the Sustainable Communities Strategy (monthly).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$19,529									\$19,529	\$2,240	\$0	\$0	\$0
Consultant										\$0				
Total	\$19,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,529	\$2,240	\$0	\$0	\$0

Funding by Task

SOURCE	1	2	3	TASKS 4	5	6	7	TOTAL
FHWA PL	\$ 7,812	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 19,529
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 7,812	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 1,953	\$ 19,529

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 605.1 - CORRIDOR/MAJOR INVESTMENT/IMPACT STUDIES

Purpose & Goal*

To study transportation corridors, interchanges and proposed roadway system improvements throughout the region.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Federal Transportation Improvement Program, Performance Management and State of Good Repair.

Previous Work

1. Web-based regional traffic-count historical analysis;
2. Technical analysis and background supporting Regional Transportation Plan environmental documents.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Analyze traffic count data. (Responsible Agency: Kern COG)	June 30	55%
2	Conduct detailed roadway analyses in areas affected by planned developments, increasing traffic congestion and impacts on air quality. (Responsible Agency: Kern COG)	June 30	5%
3	Provide technical assistance to local agencies upon request. (Responsible Party: Kern COG)	June 30	5%
4	Assist Caltrans Districts 6 and 9 with system planning activities. (Responsible Agency: Kern COG)	June 30	5%
5	Assess the intermodal feasibility of proposed transportation projects, strategies and actions. (Responsible Agency: Kern COG)	June 30	5%
6	Identify corridor and subarea studies to support decisions on the design concepts and scope of proposed major transportation investments. (Responsible Agency: Kern COG)	June 30	5%
7	Ensure the Title VI, environmental justice criteria is applied to all corridor plans. (Responsible Agency: Kern COG)	June 30	5%
8	Attend Advisory Committee Transportation Concept Report meetings to provide direction and comment on Corridor Management Plans. (Responsible Agency: Kern COG)	June 30	5%
9	Work with local agencies and Caltrans to better coordinate CEQA and NEPA during transportation project development in the regional transportation planning process. (Responsible Agency: Kern COG)	June 30	5%
10	Coordinate corridor and roadway system improvements with representatives from Department of Defense on infrastructure and connectivity needs for the Strategic Highway Network (STRAHNET). Coordinated with the Federal Land Management Agency on infrastructure and connectivity needs	June 30	5%

	related to access routes and other public roads and transportation services that connect to Federal lands.(Responsible Agency: Kern COG).		

End Products (Schedule)

1. Web-based regional traffic-count historical analysis. (June 2022).
2. Technical analysis and background supporting Regional Transportation Plan environmental documents. (June 2022).

Revenue Budget

AGENCY		FHWA			FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$9,094									\$9,094	\$1,043	\$0	\$0	\$0
Consultant										\$0				
Total	\$9,094	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,094	\$1,043	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS										TOTAL
	1	2	3	4	5	6	7	8	9	10	
FHWA PL	\$ 5,002	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 9,094
TOTAL	\$ 5,002	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 455	\$ 9,094

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element #606.1 – TRANSIT, AVIATION AND PASSENGER RAIL PLANNING

Purpose & Goal*

To provide comprehensive short and long-range transit planning for the Kern region while improving safety and security for all public transportation riders and airport users.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program, Performance Management, and State of Good Repair.

Previous Work

1. Low-Carbon Transit Operations Program of Projects (2023);
2. 2019 implemented MioCar Implementation Plan;
3. 2017 Active Transportation Plan including Transit Infrastructure Recommendations;
4. Kern County Rural Alternative Transportation plan (2020);
5. State of Good Repair Program of Projects (2023).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Work with Golden Empire Transit District to address service planning, ADA compliance, and services for the elderly and disabled. (Responsible Agency: Kern COG).	June 30	10%
2	Coordinate short and long-range transit and land-use planning efforts for getting Kern County and member cities in the TIP process. (Responsible Agency: Kern COG).	June 30	10%
3	Monitor and/or conduct public workshops to identify local transportation issues, transportation options, recommended actions, and implementation programs. (Responsible Agency: Kern COG).	June 30	10%
4	Identify corridor and subarea studies to be performed. (Responsible Agency: Kern COG).	June 30	5%
5	Implement Kern COG's Low-Carbon Transit Operations Program (LCTOP) and State of Good Repair (SGR) Program. (Responsible Agency: Kern COG).	July	5%
6	Implement Kern COG's Federal Transit Administration's 5310 and 5311 Grant Programs. (Responsible Agency: Kern COG).	June 30	10%
7	Provide technical assistance to transit providers in transit planning, marketing, coordination, and other related issues and conduct quarterly transit operator meetings. (Responsible Agency: Kern COG).	June 30	10%
8	Analyze, identify, and recommend improvements in the transit system to better serve people in transition from welfare to work. (Responsible Agency: Kern COG).	June 30	5%
9	Ensure that environmental justice criteria are applied to transit plans. (Responsible Agency: Kern COG).	June 30	5%
10	Assess the need for tribal and farm-worker transportation, including vanpools, in Kern County. (Responsible Agency: Kern COG).	June 30	5%
11	Review Transit Security Plan annually and update as required. (Responsible Agency: Kern COG).	June 30	5%

12	Attend countywide Transit Security and Emergency Management meetings. (Responsible Agency: Kern COG).	June 30	5%
13	Monitor Kern County airport planning efforts and assist with Kern County airport master plan updates when appropriate. (Responsible Agency: Kern COG).	June 30	5%
14	Monitor all passenger rail planning activities within Kern County as appropriate and participate as required. (Responsible Agency: Kern COG).	June 30	5%
15	Coordinate tasks with Work element 608.1 Active Transportation Planning. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. Caltrans State of Good Repair annual Program of Projects (June 2024).
2. Federal Transit Administration (5310 & 5311) annual Program of Projects (June 2024).
3. Caltrans Low Carbon Transit Operators Program (LCTOP) annual Program of Projects (June 2024).
4. Transit Operator Meeting Agendas (December 2023, June 2024).
5. Program staff time for updating Transit Security Plan (June 2024).

Revenue Budget

AGENCY	FHWA			FTA						TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$105,011				\$105,011					\$210,022	\$12,045	\$0	\$12,045	\$0
Consultant										\$0				
Total	\$105,011	\$0	\$0	\$0	\$105,011	\$0	\$0	\$0	\$0	\$210,022	\$12,045	\$0	\$12,045	\$0

Funding by Task

SOURCE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
FHWA PL	\$ 10,501	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 105,011
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
FTA 5303	\$ 10,501	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 10,501	\$ 10,501	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 5,251	\$ 105,011
FTA 5303 C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 21,002	\$ 21,002	\$ 21,002	\$ 10,501	\$ 10,501	\$ 21,002	\$ 21,002	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 10,501	\$ 210,022

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023-24
Work Element # 606.5 – Metropolitan Bakersfield Long-Range
Transportation Plan Update

Purpose & Goal

The Metropolitan Bakersfield Long-Range Transportation Plan Update will provide analysis as to when Golden Empire Transit District should implement a bus rapid transit system for routes 21, 22, and other routes.

Previous Work

1. Kern County Rural Alternative Transportation Plan (2020);
2. Coordinated Human Services Transportation Plan Update (2018);
3. Kern Rural Alternative Transportation Plan (2020).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% Of Effort
1	Metropolitan Bakersfield Long-Range Transportation Plan Draft existing conditions and analysis (Consultant).	June 30	100%

End Products

1. Metropolitan Bakersfield Long-Range Transportation Plan Draft existing conditions and analysis report (June).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5304	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG					\$7,852				\$1,256	\$9,108	\$0		\$0	\$901	\$0
Consultant					\$292,148				\$46,713	\$338,861					
Total	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$47,969	\$347,969	\$0	\$0	\$0	\$901	\$0

Funding by Task

SOURCE	TASKS	TOTAL
	1	
FTA 5304	\$ 300,000	\$ 300,000
Local	\$ 47,969	\$ 47,969
TOTAL	\$ 347,969	\$ 347,969

**Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 608.1 – ACTIVE TRANSPORTATION AND COMPLETE STREETS
PROGRAM**

Purpose & Goal*

To conduct complete streets planning studies for non-motorized and pedestrian transportation facilities that encourage non-motorized transportation modes of transportation as a viable, safe, and economical alternative to motorized travel within Kern County.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation and Plan Public Participation and Education and Performance Management.

Previous Work

1. Low-Stress High-Speed Rail Bike Connectivity Plan (2020);
2. The 2017 Regional Active Transportation Plan will be updated as needed and consider the state “Toward an Active California State Bicycle Pedestrian Plan” finalized in April 2017;
3. 2017 Kern Regional Active Transportation Plan;
4. 2017 Active Transportation Plan with complete Street Project Recommendations.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Review existing bicycle plans from member agencies. (Responsible Agency: Kern COG).	June 30	20%
2	Review and select bicycle and pedestrian projects under California’s Active Transportation Program. (Responsible Agency: Kern COG).	June 30	20%
3	Coordinate local bike and pedestrian planning with the California State Bicycle and Pedestrian Plan. (Responsible Agency: Kern COG).	June 30	10%
4	Monitor construction for planned facilities and develop facilities mapping. (Responsible Agency: Kern COG).	June 30	10%
5	Receive comments and suggestions regarding route selection and facility construction priority scheduling from the Transportation Technical Advisory Committee. (Responsible Agency: Kern COG).	June 30	10%
6	Submit plans for public review, receive and respond to public comments. (Responsible Agency: Kern COG).	June 30	10%
7	Consultation with tribal governments and environmental justice/disadvantaged communities for the Kern County Active Transportation Plan. (Responsible Agency: Kern COG).	June 30	10%
8	Analyze bicycle traffic count program data. (Responsible Agency: Kern COG).	June 30	5%
9	Incorporate transit planning considerations in coordinating bicycle and pedestrian planning. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. Active transportation facilities maps/lists updates for Draft RTP (4-year cycle, December).
2. Annual report for ATP project delivery (June 2024).

Revenue Budget

AGENCY					FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	CARB	STIP PFM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$ 52,042						\$ 17,924			\$ 69,966	\$ 5,969	\$ -	\$ -	\$ -
Consultant										\$ -				
Total	\$ 52,042	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,924	\$ -	\$ -	\$ 69,966	\$ 5,969	\$ -	\$ -	\$ -

Funding by Task

SOURCE	TASKS									TOTAL	
	1	2	3	4	5	6	7	8	9		
FHWA PL	\$ 10,408	\$ 10,408	\$ 5,204	\$ 5,204	\$ 5,204	\$ 5,204	\$ 5,204	\$ 2,602	\$ 2,602	\$ 52,042	
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CARB	\$ 3,585	\$ 3,585	\$ 1,792	\$ 1,792	\$ 1,792	\$ 1,792	\$ 1,792	\$ 896	\$ 896	\$ 17,924	
TOTAL	\$ 13,993	\$ 13,993	\$ 6,997	\$ 6,997	\$ 6,997	\$ 6,997	\$ 6,997	\$ 3,498	\$ 3,498	\$ 69,966	

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 608.2: Safe Routes for Bicyclists in Disadvantaged Communities

Purpose & Goal

The Purpose of the Safe Routes for Bicyclists in Kern County's Disadvantaged Communities (DACs) is to increase active bicycle transportation through a program that raises confidence in cyclists and improves safety along bike routes. The program facilitates the planning, development and implementation of activities that increase bike ridership in Disadvantaged Communities throughout Kern County as identified by scores above 34.0 in CalEnviroscreen 3.0 to improve safety and air quality, as well as to reduce traffic and fuel consumption.

Previous Work

1. 2022-2023 Safe Routes for Cyclists ATP Cycle 5 agreement implemented;
2. 2021-2022 Safe Routes for Cyclists ATP Cycle 5 agreement executed and implementation initiated.

Study Design (Tasks and Responsible Agencies)

The primary basis for the program is the fact that for individuals to become more-active cyclists, they must be made to feel safe. Kern COG identified four goals for the program that relate to Encouragement, Education, Evaluation and Equity. Each goal has several strategies identified and some objectives under each strategy. A consultant was hired to manage the project and carry out the strategies and objectives. Some of the objectives are mandatory, such as the number of workshops to be held, hosting stakeholder listening sessions, provide bike maintenance training and evaluating/reporting local roadway deficiencies. The project activities may take place in the cities of Arvin, Bakersfield, California City, Delano, McFarland, Shafter, Taft, and Wasco and the Kern County communities of Buttonwillow, Lamont, Lost Hills, Maricopa, and Wofford Heights. The project term extends 36 months to October 2024.

Task #	Task	Completion Date	% of Effort
1a	Administer the grant, meet with the consultant, prepare reports and invoices. (Responsible Agencies: Kern COG and state agencies).	June 30	20%
1b	Consultant manages the program, staff, reports and invoices. (Responsible Agency: Consultant).		
2	Kern COG completes "After" Count. (Responsible Agency: Kern COG and Consultant).	June 30	2%
3a	Convene equity stakeholder meetings in 13 Disadvantaged Communities (DACs) and report. (Responsible Agency: Consultant).	June 30	15%
3b	Convene equity stakeholder bike rides in 13 DACs and report. (Responsible Agency: Consultant).		
4a	Educate: Monthly Community Outreach. (Responsible Agency: Consultant).	June 30	55%

4b	Educate: Skill Clinics in 13 DACs. (Responsible Agency: Consultant).		
4c	Educate: Maintenance Clinics in up to 13 DACs. (Responsible Agency: Consultant).		
4d	Educate: Media Releases, Local stakeholder-planned activities, monthly bike rides. (Responsible Agency: Consultant).		
5a	Encourage: Conduct activities based on Equity. (Responsible Agency: Consultant).	June 30	8%
5b	Stakeholder Input. (Responsible Agency: Consultant).		
5c	Encourage: Blogs, Social Media posts, other outreach. (Responsible Agency: Consultant).		
5d	Encourage: Final Report and Media Release. (Responsible Agency: Kern COG).		

End Products (Schedule)

1. Kern COG Reports and Invoices (July 2023, October 2023, January 2024, April 2024).
2. Consultant Reports and Invoices (July 2023, October 2023, January 2024, April 2024).
3. Report of "After" count results (June 2024).

Revenue Budget

AGENCY					FHWA		FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	ATP	STIP PPM	Local				PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG							\$ 74,499		\$ 3,201	\$ 77,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Consultant							\$ 283,854		\$ 12,198	\$ 296,052						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,353	\$ -	\$ 15,399	\$ 373,752	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
ATP	\$ 71,671	\$ 7,167	\$ 53,753	\$ 197,094	\$ 28,668	\$ 358,353
Local	\$ 3,080	\$ 308	\$ 2,310	\$ 8,469	\$ 1,232	\$ 15,399
TOTAL	\$ 74,750	\$ 7,475	\$ 56,063	\$ 205,564	\$ 29,900	\$ 373,752

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 609.1 – TRANSPORTATION DEMAND MANAGEMENT

Purpose & Goal*

To produce a Transportation Demand Management (TDM) Program that encourages alternatives to single occupant vehicle commuting and shared use mobility throughout Kern County.

*Meets several Federal Planning Factors, Core Planning Functions including Public Participation and Education and Performance Management.

Previous Work

1. Rideshare Week 2006-2022;
2. Clean Air Month, Bike Month and Rideshare Week promotion and coordination;
3. Presentations to employers, community groups and schools;
4. Assistance to employers in developing rideshare programs;
5. Update and maintenance of ride match database;
6. Vanpool, bus, telework, pedestrian and bicycling promotion;
7. Park-and-ride facility development;
8. Guaranteed Ride Home program management;
9. Webinar partnerships to assist employers with telecommuting during COVID-19 pandemic;
10. Updated CommuteKern.org's website.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Provide TDM outreach services (called CommuteKern) to individuals, employers and educational institutions. Service includes training, education and working with Employee Transportation Incentive Program (eTRIP) Coordinators. (Responsible Agency: Kern COG).	June 30	30%
2	Provide ride matching, vanpool management, GIS maps of transit routes, and mile tracking services via ride matching software. (Responsible Agency: Kern COG).	June 30	15%
3	Respond to inquiries related to alternate forms of commuting. (Responsible Agency: Kern COG).	June 30	3%
4	Develop and distribute TDM promotional items and materials. (Responsible Agency: Kern COG).	Monthly	5%
5	Coordinate local activities for California Rideshare Week, Clean Air Month, Bike Month and other special promotional events. Partner with local agencies as appropriate. (Responsible Agency: Kern COG).	October/May	20%
6	Maintain and enhance Kern COG's Rideshare website, www.CommuteKern.org . (Responsible Agency: Kern COG).	June 30	5%
7	Promote CommuteKern services and events through media releases, advertising, social media and public outreach. (Responsible Agency: Kern COG).	June 30	15%
8	Create and distribute monthly electronic newsletter to eTRIP Coordinators. (Responsible Agency: Kern COG).	Monthly	5%

9	Support efforts to expand park-and-ride capacity throughout Kern County through planning, outreach and response to requests for assistance. (Responsible Agency: Kern COG).	June 30	2%

End Products (Schedule)

1. Advertising and marketing materials. (bimonthly).
2. Website www.CommuteKern.org. and Ridematching software (annually) (Consultant).
3. Rideshare Week (October 2023).
4. TDM Outreach and promotions highlighting company employees who rideshare (monthly).
5. Clean Air & Bike Months (May 2024).
6. Electronic newsletter and email blasts (monthly).
7. Employer Trip Reduction Incentive Program (eTRIP) Coordinator Meetings (quarterly).
8. Employer rideshare events/updates (monthly).

Revenue Budget

AGENCY				FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover			
Kern COG				\$ 195,922					\$ 25,384	\$ 221,306	\$ -	\$ -	\$ -	\$ -			
Consultant				\$ 44,265					\$ 5,735	\$ 50,000							
Total	\$ -	\$ -	\$ -	\$ 240,187	\$ -	\$ -	\$ -	\$ -	\$ 31,119	\$ 271,306	\$ -	\$ -	\$ -	\$ -			

Funding by Task

SOURCE	1	2	3	4	5	6	7	8	9	TOTAL
FHWA CMAQ	\$ 72,056	\$ 36,028	\$ 7,206	\$ 12,009	\$ 48,037	\$ 12,009	\$ 36,028	\$ 12,009	\$ 4,804	\$ 240,187
Local	\$ 9,336	\$ 4,668	\$ 934	\$ 1,556	\$ 6,224	\$ 1,556	\$ 4,668	\$ 1,556	\$ 622	\$ 31,119
TOTAL	\$ 81,392	\$ 40,696	\$ 8,139	\$ 13,565	\$ 54,261	\$ 13,565	\$ 40,696	\$ 13,565	\$ 5,426	\$ 271,306

**Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 610.1 – FREIGHT PLANNING**

Purpose & Goal*

Facilitate commercial vehicle operations (CVO) and interregional freight movement to ensure representation from all modes of the freight industry.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan, Federal Transportation Improvement Program and air quality planning, Performance Management and State of Good Repair.

Previous Work

1. KARGO Phase II Study (2023);
2. Kern Area Regional Goods-Movement Operations (KARGO) Phase I Study (2021);
3. The Eastern Sierra Freight Corridor Study (2019);
4. South Central Valley Freight Hub Brochure (2018);
5. San Joaquin Valley (SJV) Goods Movement Sustainable Implementation Plan (June 2017);
6. SJV Interstate 5 Corridor Study. (June 2017);
7. SJV Interregional Goods Movement Plan (March 2013).

Study Design (Tasks & Responsible Agency)

Task#	Task	Completion Date	% of Effort
1	Contact other agencies involved in freight programs for review and application to Kern County. (Responsible Agency: Kern COG).	June 30	20%
2	Coordinate with Caltrans on further statewide truck travel studies. (Responsible Agency: Kern COG).	June 30	20%
3	Coordinate with Caltrans and FHWA on development of the primary freight network. (Responsible Agency: Kern COG).	June 30	10%
4	Coordinate with SJV COGs on Goods Movement Planning. (Responsible Agency: Kern COG).	June 30	10%
5	Coordinate with other ongoing studies such as State Freight Plan Development. (Responsible Agency: Kern COG).	June 30	10%
6	Participate in Statewide Coordination Process to designate Critical Urban and Critical Rural Freight Corridors. (Responsible Agency: Kern COG).	June 30	7%
7	Analyze future use of short-line rail for goods movement. (Responsible Agency: Kern COG).	June 30	7%
8	Prioritize safety improvements for goods movement along railroads. (Responsible Agency: Kern COG).	June 30	6%
9	Evaluate goods movement and truck study data to propose improvement projects for freight movement and connectivity, e.g. truck lanes, off-ramp improvements etc. (Responsible Agency: Kern COG).	June 30	5%
10	Perform truck model evaluation. (Responsible Agency: Kern COG).	June 30	5%

End Products (Schedule)

1. Goods Movement Presentation (23-24).
2. Valley Goods Movement Meeting (23-24).

Revenue Budget

AGENCY	FHWA					FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$39,820									\$39,820	\$4,567	\$0	\$0	\$0
Consultant										\$0				
Total	\$39,820	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,820	\$4,567	\$0	\$0	\$0

Funding by Task

SOURCE	1	2	3	4	TASKS						10	TOTAL
	1	2	3	4	5	6	7	8	9	10		
FHWA PL	\$ 7,964	\$ 7,964	\$ 3,982	\$ 3,982	\$ 3,982	\$ 2,787	\$ 2,787	\$ 2,389	\$ 1,991	\$ 1,991		\$ 39,820
TOTAL	\$ 7,964	\$ 7,964	\$ 3,982	\$ 3,982	\$ 3,982	\$ 2,787	\$ 2,787	\$ 2,389	\$ 1,991	\$ 1,991		\$ 39,820

700 RECREATION AND OPEN SPACE

Planning for recreational opportunities and open space is an integral part of the regional planning process, with particular emphasis on housing, environmental and transportation issues. The non-motorized element of the Regional Transportation Plan addresses recreational aspects of bicycling and pedestrian circulation.

No projects are programmed in FY 2023-2024.

800 EDUCATION

Continuing education is an important aspect of the planning profession in order to facilitate effective responses to changing community needs and desires. Kern COG encourages staff members to take advantage of available education opportunities. Kern COG also encourages staff members to make full use of FHWA, FTA and other public agency sponsored workshops and training courses.

Professional development is another important aspect of the planning profession. Kern COG frequently hires interns from local college programs and provides them with hands-on professional planning experience.

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element #801.1 – GRANT WRITING

Purpose & Goal

Kern COG staff will research funding opportunities, participate in funding program workshops, write grants for Kern COG and provide grant-writing services to member agencies as well as other public agencies.

Previous Work

- Provide GrantFinder software licenses to member agencies and other agencies;
- Kern COG 2018 BUILD grant application and award;
- Kern COG 2020, 2021, and 2022 TCEP grant applications;
- Kern COG 2020 EV Ready Communities grant application and award;
- Kern COG 2020 ATP Cycle 5 grant application and award.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Evaluate potential grants for eligibility; notify member agencies or Kern COG staff of relevant new grant opportunities. (Responsible Agency: Kern COG).	June 30	10%
2	Research, schedule, prepare and collaborate on grant applications. (Responsible Agency: Kern COG).	June 30	60%
3	Host grant workshops, invite funding agencies or successful project applicants. (Responsible Agency: Kern COG).	June 30	10%
4	Attend meetings of Kern COG's Governing Board and technical planning committees if needed. (Responsible Agency: Kern COG).	June 30	5%
5	Prepare quarterly progress reports for meetings of the governing board and technical planning committees as needed. (Responsible Agency: Kern COG).	June 30	5%
6	Attend grant implementation meetings as needed. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Grant application support for Kern COG and member agencies.
2. Produce grant applications.
3. GrantFinder software licenses.

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$60,091	\$60,091	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$60,091	\$60,091	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
Local	\$ 6,009	\$ 36,055	\$ 6,009	\$ 3,005	\$ 3,005	\$ 6,009	\$ 60,091
TOTAL	\$ 6,009	\$ 36,055	\$ 6,009	\$ 3,005	\$ 3,005	\$ 6,009	\$ 60,091

900 INTERGOVERNMENTAL COORDINATION

The Clearinghouse function requires an extensive program of review and comment involving many agencies and organizations within the region. These activities assure that proposed projects can be evaluated in relation to existing development, socioeconomic impact, transportation impact and local plans of environmental concerns.

The comprehensive planning process requires an ongoing and intensive coordination effort. Each planning element and planning jurisdiction is involved. This program is designed to provide technical assistance to the member agencies that have special needs. Proposed planning activity and demographic information is provided to the public, and citizens are offered an opportunity to assist in evaluating the appropriateness of plans that affect them.

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element #902.1 – REGIONAL TECHNICAL ASSISTANCE

Purpose & Goal*

To improve coordination among local jurisdictions on issues of common concern. Provide transportation-related leadership and technical assistance to member agencies to address regional and sub-regional issues, including sustainable development practices.

*Meets Performance Management and State of Good Repair.

Previous Work

1. Technical assistance publications;
2. General plans;
3. Rosamond Visioning Process;
4. Tehachapi Bicycle Master Plan;
5. Arvin Jewett Square Bicycle Plan;
6. Bakersfield, California City, McFarland, Tehachapi Land Use and Circulation Element updates;
7. Bakersfield Habitat Conservation Plan;
8. Kern County Habitat Conservation Plan;
9. McFarland Bicycle Plan;
10. McFarland Traffic Impact Fee Study;
11. Friant-Kern Canal Multi-Use Path.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Provide planning and management services to meet special transportation needs of Kern COG member agencies. (Responsible Agency: Kern COG).	June 30	20%
2	Provide assistance in land use and transportation planning, programming and budgeting to cities with limited staffing capabilities. (Responsible Agency: Kern COG).	June 30	20%
3	Assist in developing land use and circulation element updates/urban development strategies and master environmental assessments, incorporate updated information into Kern COG traffic and land use models. (Responsible Agency: Kern COG).	June 30	20%
4	Assist member agencies with development and analysis of land use information as it relates to transportation, housing and jobs. (Responsible Agency: Kern COG).	June 30	20%
5	Assist member agencies with development and analysis of transportation and circulation information. (Responsible Agency: Kern COG).	June 30	10%
6	Assist member agencies with "Quick response" Transportation Plan Analysis. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Memorandums of agreement with member agencies (Consultant) (as requested).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$8,148									\$8,148	\$935	\$0	\$0	\$0
Consultant								\$225,000		\$225,000				
Total	\$8,148	\$0	\$0	\$0	\$0	\$0	\$0	\$225,000	\$0	\$233,148	\$935	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
STIP PPM	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 22,500	\$ 22,500	\$ 225,000
Local	\$ 1,630	\$ 1,630	\$ 1,630	\$ 1,630	\$ 815	\$ 815	\$ 8,148
TOTAL	\$ 46,630	\$ 46,630	\$ 46,630	\$ 46,630	\$ 23,315	\$ 23,315	\$ 233,148

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 903.1 – INFORMATION AND DATA MANAGEMENT

Purpose & Goal*

To provide socio-economic information concerning the Kern County region.

*Meets Core Planning Functions including the Regional Transportation Plan and the Federal Transportation Improvement Program.

Previous Work

1. Database of Kern County socio-economic information (FY22-23);
2. Federal Home Mortgage Disclosure Repository;
3. State Census Data Center Affiliation certification (FY22-23);
4. Assist governmental agencies, business interests and the general public with accessing and interpreting socio-economic information (FY22-23);
5. Assist in the development of Kern COG's regional transportation model (FY22-23).

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Develop and maintain socio-economic information for support of the Kern COG travel demand and air quality planning programs. (Responsible Agency: Kern COG).	June 30	30%
2	Maintain U.S. Federal Reserve System Home Mortgage Disclosure Repository. (Responsible Agency: Kern COG).	June 30	2%
3	Maintain California State Census Data Center Affiliate status. (Responsible Agency: Kern COG).	June 30	5%
4	Prepare California State Census Data Center reports. (Responsible Agency: Kern COG).	June 30	5%
5	Host workshops related to socio-economic information in the Kern region. (Responsible Agency: Kern COG).	June 30	5%
6	Maintain collection of U.S. Census reports and provide library space for public inspection of documents including Home Mortgage Disclosure information. (Responsible Agency: Kern COG).	June 30	10%
7	Respond to and assist users of socio-economic information related to the Kern County region, including requests from member agencies, non-member agencies, private businesses and the general public. (Responsible Agency: Kern COG).	June 30	33%
8	Attend related workshops and training sponsored by the California State Census Data Center and the U.S. Bureau of the Census. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Update Kern COG website with latest demographic data FY23-24 (June 2024).
2. Socio-economic information database related to the Kern County area FY23-24 (June 2024).
3. Summary report of data development & data accessibility FY23-24 (June 2024).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$110,916									\$110,916	\$12,722	\$0	\$0	\$0
Consultant										\$0				
Total	\$110,916	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$110,916	\$12,722	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS								TOTAL
	1	2	3	4	5	6	7	8	
FHWA PL	\$ 33,275	\$ 2,218	\$ 5,546	\$ 5,546	\$ 5,546	\$ 11,092	\$ 36,602	\$ 11,092	\$ 110,916
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 33,275	\$ 2,218	\$ 5,546	\$ 5,546	\$ 5,546	\$ 11,092	\$ 36,602	\$ 11,092	\$ 110,916

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 904.1 – INTERREGIONAL TRANSPORTATION COORDINATION

Purpose & Goal*

To coordinate transportation and air quality planning activities among the eight San Joaquin Valley (SVJ) transportation planning agencies, including the advisory SVJ Policy Council; California Department of Transportation (Caltrans); the San Joaquin Valley Air Pollution Control District (SVJAPCD), Inyo and Mono Counties; San Luis Obispo Council of Governments and; the Southern California Association of Governments (SCAG).

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Transportation Improvement Program, air quality planning, Performance Management and State of Good Repair.

Previous Work

1. San Joaquin Valley Regional Planning Agency MOU, Eastern Sierra MOU, and San Luis Obispo Council of Governments MOU;
2. San Joaquin Valley Transportation Modeling Committee;
3. Federal Transportation Improvement Program Coordination;
4. California State Implementation Plan with SVJAPCD and Kern APCD;
5. SCAG/Kern COG Planning Coordination;
6. 2006-2023 San Joaquin Valley Regional Planning Agencies' policy conferences;
7. San Joaquin Valley Overall Work Program;
8. Kern COG/SCAG coordination meeting – October 2019 and January 2022;
9. Provided comments to the 2040 California Transportation Plan.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Attend San Joaquin Valley Regional Transportation Planning Agencies (SVJ COGs) meetings and confer with Inyo, Mono, San Bernardino counties and SCAG to discuss transportation issues and participate in long-range planning activities. (Responsible Agency: Kern COG).	June 30	25%
2	Meet and confer with Caltrans Districts 6 and 9 and the San Joaquin Valley Air Pollution Control District on transportation and air quality planning processes. (Responsible Agency: Kern COG).	June 30	25%
3	Participate in SVJ Regional Policy Council meetings and annual conference. (Responsible Agency: Kern COG).	Spring	25%
4	Attend regular California Association of Councils of Governments (CalCOG) meetings with other MPOs and RTPAs statewide. (Responsible Agency: Kern COG).	Throughout Year	25%

End Products (Schedule)

1. San Joaquin Valley Regional Transportation Planning Agencies meetings (monthly).

2. San Joaquin Valley transportation/air quality planning process (monthly) (Consultant).
3. San Joaquin Valley transportation planning agencies work plan/Policy Council coordination (monthly) (Consultant).
4. Air quality planning study (bi-monthly).
5. Kern COG/SCAG coordination meetings (annually).
6. San Joaquin Valley Regional Planning Agencies Policy Conference (Spring 2024).

Revenue Budget

AGENCY		FHWA			FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$52,642									\$52,642	\$6,038		\$0	\$0
Consultant										\$0				
Total	\$52,642	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$52,642	\$6,038	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
FHWA PL	\$ 13,161	\$ 13,161	\$ 13,161	\$ 13,161	\$ 52,642
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -
STIP PPM	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 13,161	\$ 13,161	\$ 13,161	\$ 13,161	\$ 52,642

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/24
Work Element # 904.2 – LOCAL CLEARINGHOUSE REVIEW PROGRAM

Purpose & Goal

The objective of the Executive Order 12372, is to foster an intergovernmental partnership and to strengthen federalism by relying on state and local processes for state and local coordination and review of proposed federal financial assistance. To make federal, state and local program and project proposals available for public review; determine consistency with regional comprehensive plans; and ensure adequate mitigation is proposed for impacts.

Previous Work

Areawide clearinghouse; grant and loan applications.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Kern COG is designated the Local Clearinghouse for the Kern region. Kern COG's primary responsibility is to review and comment on local applications for state and federal funding assistance. Types of applications may include: Community Facilities Direct Loan Program; Community Development Block Grant Program; HOME Investment Partnerships Program; emergency solutions Grants Program; and Housing Preservation Grants. (Responsible Agency: Kern COG).	June 30	60%
2	Review federal programs and proposals, including urban impact assessment and all transportation-related proposals; forward appropriate documents and proposals to interested individuals and agencies. (Responsible Agency: Kern COG).	June 30	40%

End Products (Schedule)

1. Kern COG Board Agenda notice of federal assistance per Executive Order 12372 (monthly as needed).

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP/PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$4,723	\$4,723	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,723	\$4,723	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS		TOTAL
	1	2	
Local	\$ 2,834	\$ 1,889	\$ 4,723
TOTAL	\$ 2,834	\$ 1,889	\$ 4,723

1000 PROGRAM PLANNING AND ADMINISTRATION

The regional planning process, in order to successfully coordinate the integration of programs and encourage comprehensive planning, requires complex internal functions. Compliance with local, state and federal governmental programs, identifying area-wide needs, directing programs to meet those needs and coordinating programs from each level to complement the comprehensive planning efforts of the area requires extensive management and financial support.

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 1001.1 – LOCAL REIMBURSEMENT

Purpose & Goal

To provide local reimbursement for travel and promotional costs that are not eligible for federal reimbursement.

Previous Work

1. Kern COG-related travel;
2. Distribute promotional items at community events.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Kern COG provide travel costs that exceed those allowed to employees of the State of California.	June 30	20%
2	Kern COG provide funding for the Annual Regional Awards Ceremony.	June 30	50%
3	Kern COG provide funding for the purchase of Kern COG promotional items.	June 30	15%
4	Kern COG provide for CalCOG and AMPO annual dues.	June 30	15%

End Products (Schedule)

1. Kern COG promotional items (quarterly).
2. Non-reimbursable travel (monthly).
3. Refreshments for Meetings (monthly).
4. Kern COG Regional Awards Ceremony (March 2024).
5. CalCOG and AMPO Dues (annually).

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$33,136	\$33,136	\$0	\$0	\$0	\$0
Consultant									\$13,500	\$13,500				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46,636	\$46,636	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
Local	\$ 9,327	\$ 23,318	\$ 6,995	\$ 6,995	\$ 46,636
TOTAL	\$ 9,327	\$ 23,318	\$ 6,995	\$ 6,995	\$ 46,636

**Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 1001.2 – LEGISLATIVE PROGRAM**

Purpose & Goal

To improve the Kern region's potential for future state and federal transportation, housing, water, air quality and/or energy-related funding.

Previous Work

1. Kern COG's regional federal legislative advocacy trips;
2. San Joaquin Valley COGs federal legislative advocacy trips;
3. Kern COG's regional state legislative advocacy trips;
4. San Joaquin Valley COGs state legislative advocacy trips;
5. SB 325 (2011) Central California Rail Authority;
6. ACA 23 (2012) Transportation Sales Tax Measures—Voter Threshold;
7. SB 516 (2015) Transportation: Motorist Aid Services.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Meetings, correspondence with lobbying consultants; craft legislative proposals and amendments. (Responsible Agency: Kern COG)	June 30	32%
2	Coordinate regional and Valleywide lobbying trips. (Responsible Agency: Consultant)	June 30	35%
3	Develop white papers, fact sheets, talking point summaries, etc. for regional and Valleywide legislative advocacy trips. (Responsible Agency: Consultant)	June 30	33%

End Products (Schedule)

1. New legislation related to transportation, housing, water, air quality and/or energy (annually).
2. Legislative amendments regarding transportation, housing, water, air quality and/or energy-related bills (annually).
3. San Joaquin Valley COGs federal legislative advocacy trip. (Consultant) (September 2023).
4. San Joaquin Valley COGs state legislative advocacy trip. (Consultant) (March 2024).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$16,957	\$16,957		\$0	\$0	\$0	\$0
Consultant										\$0					
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$16,957	\$16,957		\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS			TOTAL
	1	2	3	
Local	\$ 5,426	\$ 5,935	\$ 5,596	\$ 16,957
TOTAL	\$ 5,426	\$ 5,935	\$ 5,596	\$ 16,957

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element #1001.3 – TRANSPORTATION DEVELOPMENT ACT
(TDA) PROGRAM

Purpose & Goal*

To effectively manage programs and funds developed pursuant to the Transportation Development Act (TDA), California Public Utilities Code Sections 99200, et. seq. Manage the Local Transportation Fund and the State Transit Assistance Fund in accordance with state statutes and regulations and Kern COG program policy.

*Meets Performance Management and State of Good Repair.

Previous Work

1. Prior year records and reports, including financial transactions, claims, applications, resolutions, financial/compliance audits, and performance audits.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Maintain the local program rules and regulations manual; prepare an annual estimate of area apportionments; advise claimants of quarterly trust fund subsidiary account activity and balances. (Responsible Agency: Kern COG).	June 30	5%
2	Assist prospective claimants with annual claims, project lists and local program administration; review, approve and process all claims and financial transactions; monitor transit ridership and performance data.	June 30	10%
3	Maintain general and subsidiary ledgers and books of original entry in accordance with generally accepted accounting principles; prepare periodic account reconciliations. (Responsible Agency: Kern COG).	June 30	10%
4	Conduct annual financial and compliance audit of Kern COG and each claimant contract for appropriate financial reports by an independent, certified public accountant. (Responsible Agency: Consultant).	March 31	40%
5	Conduct annual determination, analysis, and resolution of unmet transit needs. (Responsible Agency: Kern COG).	November 30	15%
6	Prepare and approve the Annual Pedestrian and Bikeway Program of Projects; review projects as necessary. (Responsible Agency: Kern COG).	June 30	10%
7	Coordinate the Kern Social Service Transportation Advisory Committee and social services transit providers; oversee the Consolidated Transportation Service Agency. (Responsible Agency: Kern COG).	June 30	10%

End Products (Schedule)

1. Source journals, including cash receipts, cash disbursements, accounts receivable, and claims payable (monthly).

2. Financial statements and status reports, including a balance sheet and statement of revenues and disbursements (annually).
3. The annual estimate of area apportionments (March 2022).
4. Subsidiary trust account statements (quarterly).
5. Annual claims and applications (Transit March 2023); (Pedestrian/Bike August 2023); (Streets/Roads September 2023).
6. Annual financial and compliance audit reports (annually).
7. Metro CTSA monitoring and evaluation report (annually).
8. Annual TDA Pedestrian and Bikeway Program of Projects (annually);
9. Countywide ridership report (annually).
10. Unmet transit needs finding and documentation (November 2023).
11. Social Service Transportation Advisory Committee meetings (quarterly).
12. Monitor and evaluate the Social Service Transit Program in the Metro Bakersfield area (quarterly).

Revenue Budget

AGENCY		FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local			PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$63,825	\$63,825		\$0		\$0	\$0
Consultant									\$205,000	\$205,000					
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$268,825	\$268,825		\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS							TOTAL
	1	2	3	4	5	6	7	
Local	\$ 13,441	\$ 26,883	\$ 26,883	\$ 107,530	\$ 40,324	\$ 26,883	\$ 26,883	\$ 268,825
TOTAL	\$ 13,441	\$ 26,883	\$ 26,883	\$ 107,530	\$ 40,324	\$ 26,883	\$ 26,883	\$ 268,825

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 1001.4 – INFORMATION SERVICES & TRIBAL CONSULTATION

Purpose & Goal*

To inform and involve the public, member agencies and tribal governments in the decision-making process on issues affecting the Kern region, and to comply with Federal MAP-21 and Fixing America's Surface Transportation (FAST) Act public participation requirements. During FY 2020-21 and 2021-22 COVID 19 substantially truncated Kern COG's outreach efforts. To facilitate continued public involvement, Kern COG subscribed to a survey tool – PublicInput. Surveys were conducted on issues such as Accessory Dwelling Units, Growth Priorities, Principles and Strategies.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Public Participation and Education.

Previous Work

1. Established as a voting member for the Tejon Indian Tribe on the Regional Planning Advisory Committee (February 2020);
2. Public Involvement Procedures;
3. Kern News releases;
4. Kern COG's Annual Report;
5. Informational brochures;
6. Public meetings and workshops coordination;
7. Kern COG Areawide Directory;
8. Legislative tracking and reporting;
9. Attend community events;
10. Multi-media advertising development and distribution, including radio, social media and other Web-based formats.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Compose and update various brochures, letters, memos, news releases and publications, including the annual Report, Areawide Directory, and Timeline providing information regarding Kern COG, its member agencies and activities. (Responsible Agency: Kern COG).	June 30	25%
2	Maintain a public involvement program that complies with state open meeting laws, MAP-21 and FAST Act provisions. Maintain involvement with community groups including: Cultiva La Salud; the Dolores Huerta Foundation; Center for Race, Poverty and the Environment; Chambers of Commerce; Leadership Council for Justice and Accountability; environmental justice organizations and others. (Responsible Agency: Kern COG).	June 30	25%

3	Engage consultant and coordinate with tribal governments regarding the transportation planning process. (Responsible Agency: Kern COG).	June 30	25%
4	Implement public involvement procedures, including legal notices, announcements, advertisements and conduct related workshops and meetings. Broadcast Kern COG Board meetings on the local government channel. (Responsible Agency: Kern COG).	June 30	25%

End Products (Schedule)

1. Informational brochures, annual report and news releases (annually).
2. Board meetings and other broadcasts (monthly) (Consultant – KGOV).
3. Speaking engagements, community events (quarterly).

Revenue Budget

AGENCY		FHWA			FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	\$89,606									\$89,606	\$10,278	\$0	\$0	\$0
Consultant	\$10,000									\$10,000	\$1,147			
Total	\$99,606	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$99,606	\$11,425	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
FHWA PL	\$ 24,902	\$ 24,902	\$ 24,902	\$ 24,902	\$ 99,606
FHWA PL C/O	\$ -	\$ -	\$ -	\$ -	\$ -
Local	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 24,902	\$ 24,902	\$ 24,902	\$ 24,902	\$ 99,606

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 1001.5 – OVERALL WORK PROGRAM (OWP)
DEVELOPMENT AND MONITORING

Purpose & Goal

Prepare and administer the annual work program, budget and quarterly reports; maintain an ongoing transportation planning process; involve local technical staff, administrative officers, Caltrans, tribal governments and elected officials in the transportation planning process.

Previous Work

1. 2020-21, 2021-22, 2022-23, Kern COG financial plan and OWP development;
2. Public notices, announcements and workshops announcing the OWP;
3. 2020-21, 2021-22, 2022-23, OWP monitoring and monthly cost allocation;
4. 2020-21, 2021-22, 2022-23, Consolidated Planning Grant (CPG) invoices.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Coordinate and prepare the OWP. (Responsible Agency: Kern COG).	May	25%
2	Prepare and submit OWP amendments as needed. (Responsible Agency: Kern COG).	November & March	25%
3	Submit monthly OWP reporting and billing to Caltrans, FHWA and FTA. (Responsible Agency: Kern COG).	Monthly	25%
4	Prepare quarterly reporting for CPG program. (Responsible Agency: Kern COG).	Quarterly	25%

End Products (Schedule)

1. Quarterly reporting for 2023-24 fiscal year (quarterly).
2. OWP and related public participation documentation for 2023-24 (monthly).
3. Coordinate 2024-25 OWP preparation (December 2023-May 2024).

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PFM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$87,683	\$87,683	\$0		\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$87,683	\$87,683	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS				TOTAL
	1	2	3	4	
Local	\$ 21,921	\$ 21,921	\$ 21,921	\$ 21,921	\$ 87,683
TOTAL	\$ 21,921	\$ 21,921	\$ 21,921	\$ 21,921	\$ 87,683

2000 Traveler Information & Assistance

The Kern Motorist Aid Authority (KMAA) was created on May 19, 1988. The Authority imposes a fee, not to exceed \$1.00 per year, on non-exempt motor vehicles registered within the county. The additional fee is collected by the California Department of Motor Vehicles (DMV) at the time of vehicle registration or renewal.

The purpose of the Authority is to finance, implement, operate and maintain a motorist aid system pursuant to California Streets and Highways Code Sections 2550-2560. The system may include traveler information systems, Intelligent Transportation system architecture and infrastructure, and safety-related hazard and obstruction removal.

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 2001.1 – KMAA SYSTEM ADMINISTRATION AND OPERATIONS

Purpose & Goal

To implement, maintain, and operate a motorist aid system including traveler assistance programs within Kern County.

Previous Work

1. Call Box Upgrade to 3G voice and 4G data technology (Fall 2016);
2. Participate in the California Service Authority for Freeways and Expressways Committee (CalSAFE);
3. Call Box Removal Plan implementation;
4. Provide safety-related hazard and obstruction removal;
5. Provide Intelligent Transportation System architecture and infrastructure;
6. Maintain a financial accounting system in accordance with GAAP and enterprise fund accounting, including a general ledger and books of original entry, prepare quarterly financial statements, process monthly reconciliations;
7. Prepare periodic management reports regarding contract status, service performance and related matters.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Provide traveler information systems, Intelligent Transportation System architecture and infrastructure, and other transportation demand management services, and safety-related hazard and obstruction removal.	June 30	32%
2	Prepare an annual KMAA work program and budget; Maintain a financial accounting system in accordance with GAAP and enterprise fund accounting; quarterly financial statements; and process monthly reconciliations.	June 30	35%
3	Provide for an annual financial and compliance audit by an independent certified public accountant (Consultant) for the purpose of attesting to and certifying records, internal control procedures and results of operations.	June 30	33%

End Products (Schedule)

1. Annual work plan and budget (annually).
2. Financial statements (quarterly).
3. Safety-related hazard and obstruction removal (monthly).

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$19,022	\$19,022	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,022	\$19,022	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	TASKS			TOTAL
	1	2	3	
Local	\$ 6,087	\$ 6,658	\$ 6,277	\$ 19,022
TOTAL	\$ 6,087	\$ 6,658	\$ 6,277	\$ 19,022

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element # 2002.1 – 511 SYSTEM ADMINISTRATION AND OPERATIONS

Purpose & Goal

To design and operate a comprehensive 511 system for traveler information.

Previous Work

1. Integrate with other motorist aid and transportation demand management programs;
2. Integrate the Kern 511 Traveler Information System with the San Joaquin Valley Regional Transportation Planning Agencies 511 system;
3. Identify and define local issues related to network design and operation;
4. Develop System Engineering Management Plan for Kern 511;
5. Perform quality assurance testing of Kern 511 Traveler Information System i.e. functional testing, integration testing and user acceptance testing;
6. Promote the Kern 511 Traveler Information System through advertising and outreach.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Investigate 511 network modification and expansion possibilities; evaluate new technology capabilities developed for 511 systems. (Responsible Agencies: Consultant, Kern COG).	June 30	10%
2	Coordinate with 511 Consultant to develop a system hosting and maintenance plan providing for routine updates and quality analysis of data. Provide periodic preventative and corrective maintenance of network hardware. (Responsible Agencies: Consultant, Kern COG).	June 30	40%
3	Continue the Kern 511 Traveler Information system Marketing Plan. Provide for and analyze periodic statistical reports regarding 511 usage. (Responsible Agency: Kern COG).	June 30	30%
4	Attend ITS California Annual Conference including a session for 511 system operators.	June 30	20%

End Products (Schedule)

1. Kern 511 Traveler Information System, including interactive voice recognition and website capabilities (monthly).
2. Kern 511 Traveler Information System Marketing Plan (biannually).
3. Modifications and/or expansions to the 511 network (annually).

Revenue Budget

AGENCY	FHWA				FTA				TOTAL		TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG									\$19,022	\$19,022	\$0	\$0	\$0	\$0
Consultant										\$0				
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,022	\$19,022	\$0	\$0	\$0	\$0

Funding by Task

SOURCE	1	2	3	4	TOTAL
Local	\$ 1,902	\$ 7,609	\$ 5,707	\$ 3,804	\$ 19,022
TOTAL	\$ 1,902	\$ 7,609	\$ 5,707	\$ 3,804	\$ 19,022

VI. SUMMARY FINANCIAL TABLE - FOOTNOTE LEGEND

FY 2023-2024 Overall Work Program
SUMMARY FINANCIAL TABLE (Revised: April 7, 2023)

		Funding Source	Caltrans Calif.Aid to Airports 90/10 (1)	FTA SEC.5304 Rural 89/11 (4)	FTA SEC.5303 MPO (5)	FTA SEC.5303 MPO Carryover (5)	FHWA PL 89/11 (7)	FHWA PL Carryover (7)	FHWA RSTP (9)	FHWA CMAQ 89/11 (10)	FHWA SPR (10a)	Caltrans ATP (11a)	STIP PPM (11b)	SB-1 23-24 (11d)	SB-1 22-23 (11e)	SHA (12)	HCD (12a)	HSIP (12b)	CARB (12c)	CEC (12d)	Toll Credits* (13)	Regional Planning Total (13)	Local Contracts (14)	TOTAL
		Cost Sharing (grantor % / KCOG %) Footnotes																						
Air Quality Modeling/Transportation Management	101.1				\$ 31,592		\$ 31,593														\$ 7,247	\$ -		\$ 63,185
Environmental Review and Monitoring Program	102.1				\$ 9,822		\$ 9,822														\$ 2,253	\$ -		\$ 19,644
Community and Environmental Inventory Mapping System	201.1				\$ 220,985		\$ 215,048														\$ 50,013	\$ -		\$ 436,033
Mapping Services and Technical Support	201.2																				\$ -	\$ -		\$ -
2023-2024 Sustainable Communities Public Participation	203.1A													\$ 42,775							\$ -	\$ 5,542		\$ 48,317
2023-2024 Sustainable Communities Performance Measures	203.2A													\$ 181,919							\$ -	\$ 23,570		\$ 205,489
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A																				\$ -	\$ 16,114		\$ 140,489
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Progr	203.4A													\$ 25,830							\$ -	\$ 219,578		\$ 245,408
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5																\$ 7,872				\$ -	\$ -		\$ 7,872
SJIV Household Travel Survey	203.6																				\$ -	\$ 18,348		\$ 18,348
Regional Transportation Plan/Congestion Management Process	601.1			\$ 45,073			\$ 45,073														\$ 10,340	\$ -		\$ 90,146
RTP/CIP Financial Element	601.2						\$ 46,302														\$ 5,311	\$ -		\$ 46,302
Regional Transportation Community Survey & Outreach	601.3						\$ 32,080					\$ 75,000									\$ 3,680	\$ -		\$ 107,080
Federal Performance Measures Data and Analysis	601.4						\$ 52,892														\$ 6,067	\$ -		\$ 52,892
Transportation Improvement Program	602.1						\$ 244,514														\$ 28,046	\$ 71,082		\$ 315,596
Project Planning & Development Assistance for Federal-Aid Projects	602.2						\$ 210,514														\$ 24,146	\$ -		\$ 210,514
Transportation Systems Monitoring and Coordination	603.1						\$ 20,067														\$ 2,302	\$ -		\$ 20,067
Traffic Count Program	603.2								\$ 79,677												\$ -	\$ 22,917		\$ 102,594
Mobility Innovations and Incentives	603.3						\$ 58,414														\$ 6,700	\$ -		\$ 58,414
Kern Electric Vehicle (EV) Blueprint	603.4																			\$ 1,137,744	\$ -	\$ -		\$ 1,137,744
MD&HD Zero-Emission Vehicle Infrastructure	603.5																				\$ -	\$ -		\$ -
Regional Travel Demand Model Maintenance	604.1						\$ 300,048														\$ 34,416	\$ -		\$ 300,048
Regional Growth Forecast Model Data & Analysis	604.2						\$ 125,835														\$ 14,433	\$ -		\$ 125,835
Regional Travel Demand Model Analysis	604.3						\$ 19,529														\$ 2,240	\$ -		\$ 19,529
Corridor/Major Investment/Impact Studies	605.1						\$ 9,094														\$ 1,043	\$ -		\$ 9,094
Transit, Aviation and Passenger Rail Planning	606.1			\$ 105,011	\$ -	\$ 105,011															\$ 24,090	\$ -		\$ 210,022
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5		\$ 300,000																		\$ -	\$ 47,969		\$ 347,969
Kern County Rural Transportation Consolidation Study/Strategy	606.6																				\$ -	\$ -		\$ -
Active Transportation and Complete Streets Program	608.1						\$ 52,042												\$ 17,924		\$ 5,969	\$ -		\$ 69,966
ATP C5 Safe Routes for Cyclists	608.2											\$ 358,353									\$ -	\$ 15,399		\$ 373,752
Kern Active Transportation Plan (ATPlan) Update	608.3																				\$ 9,390	\$ -		\$ 9,390
Transportation Demand Management	609.1									\$ 240,187											\$ -	\$ 31,119		\$ 271,306
Freight Planning	610.1						\$ 39,820														\$ 4,567	\$ -		\$ 39,820
Phase II KARGO Sustainability Study	610.2																				\$ -	\$ -		\$ -
I-5 Freight ZERO Pilot Study	610.3																				\$ -	\$ -		\$ -
Grant Writing	801.1																				\$ -	\$ 60,091		\$ 60,091
Regional Technical Assistance	902.1						\$ 8,148						\$ 225,000								\$ 935	\$ -		\$ 233,148
Information and Data Management	903.1						\$ 110,916														\$ 12,722	\$ -		\$ 110,916
Interregional Transportation Coordination	904.1						\$ 52,642														\$ 6,038	\$ -		\$ 52,642
Local Clearinghouse Review Program	904.2																				\$ -	\$ 4,723		\$ 4,723
Local Reimbursement	1001.1																				\$ -	\$ 46,636		\$ 46,636
Legislative Program	1001.2																				\$ -	\$ 16,957		\$ 16,957
Transportation Development Act (TDA) Program	1001.3																				\$ -	\$ 268,825		\$ 268,825
Information Services and Tribal Consultation	1001.4						\$ 99,606														\$ 11,425	\$ -		\$ 99,606
Overall Work Program (OWP) Development and Monitoring	1001.5																				\$ -	\$ 87,683		\$ 87,683
KMAA System Administration and Operations	2001.1																				\$ -	\$ -	\$ 19,022	\$ 19,022
511 System Administration and Operations	2002.1																				\$ -	\$ -	\$ 19,022	\$ 19,022
SUBTOTAL			\$0 \$ 300,000	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ 358,353	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ 263,981	\$ 965,941	\$ 38,044	\$ 6,122,134
CARRYOVER FUNDS			\$0 \$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,353	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ -	\$ -	\$ -	\$ 1,821,893
FY 2023-24 ESTIMATED FUNDS			\$0 \$ -	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ -	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,941	\$ 38,044	\$ 4,300,241
SUBTOTAL			\$0 \$ 300,000	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ 358,353	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ -	\$ 965,941	\$ 38,044	\$ 6,122,134

Kern Council of Governments
FY 2023-2024 Overall Work Program
Financial Summary Chart
FOOTNOTE LEGEND

- (4) Grantor Agency: Federal Transit Administration
Designated Recipient: California Department of Transportation Division of Transportation Planning
Program: Section 5304 Metropolitan Planning Assistance (Urban)
WorkElement: 606.5

Funding:	Grantor	Local Match	Toll Credits
PY Carryover	\$ 300,000	\$ 47,969	\$ -
2023-2024 Allocation	\$ -	\$ -	\$ -
Unprogrammed	\$ -		\$ -
TOTAL	<u>\$ 300,000</u>	<u>\$ 47,969</u>	<u>\$ -</u>

- (5) Grantor Agency: Federal Transit Administration
Designated Recipient: California Department of Transportation Division of Transportation Planning
Program: Section 5303 Metropolitan Planning Assistance (Urban)
WorkElement: 101.1, 102.1, 201.1, 601.1, 606.1

Funding:	Grantor	Local Match	Toll Credits
PY Carryover	\$ -		\$ -
2023-2024 Allocation	\$ 412,483		\$ 47,312
Unprogrammed			\$ -
TOTAL	<u>\$ 412,483</u>	<u>\$ -</u>	<u>\$ 47,312</u>

- (7) Grantor Agency: Federal Highway Administration
Designated Recipient: California Department of Transportation
Program: FHWA-PL (Formula Planning)
WorkElement: Various

Funding:	Grantor	Local Match	Toll Credits
PY Carryover	\$ -		\$ -
2023-2024 Allocation	\$ 1,889,010		\$ 216,669
Unprogrammed			\$ -
TOTAL	<u>\$ 1,889,010</u>	<u>\$ -</u>	<u>\$ 216,669</u>

- (9) Grantor Agency: Federal Highway Administration
Designated Recipient: California Department of Transportation
Program: Regional Surface Transportation Program
WorkElement: 603.2

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ 79,677	\$ 10,323
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 79,677</u>	<u>\$ 10,323</u>

Kern Council of Governments
FY 2023-2024 Overall Work Program
Financial Summary Chart
FOOTNOTE LEGEND

(10) Grantor Agency: Federal Highway Administration
Designated Recipient: California Department of Transportation
Program: Congestion Mitigation Air Quality (CMAQ)
WorkElement: 609.1

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ 240,187	\$ 31,119
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 240,187</u>	<u>\$ 31,119</u>

(10a) Grantor Agency: Federal Highway Administration
Designated Recipient: California Department of Transportation
Program: State Planning and research (SPR)
WorkElement: 610.2

Funding:	Grantor	Local Match
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(11a) Grantor Agency: Federal Highway Administration
Designated Recipient: California Department of Transportation
Program: Active Transportation Program
WorkElement: 608.2

Funding:	Grantor	Local Match
PY Carryover	\$ 358,353	\$ 15,399
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 358,353</u>	<u>\$ 15,399</u>

(11b) Grantor Agency: California Department of Transportation
Designated Recipient: STIP PPM
Program: STIP PPM
WorkElement: 601.1, 601.3, 902.1, 904.1

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ 300,000	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 300,000</u>	<u>\$ -</u>

Kern Council of Governments
FY 2023-2024 Overall Work Program
Financial Summary Chart
FOOTNOTE LEGEND

(11c) Grantor Agency: California Department of Transportation
Designated Recipient:
Program: SB-1 20-21
WorkElement:

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(11e) Grantor Agency: California Department of Transportation
Designated Recipient:
Program: SB-1 23-24
WorkElement: 203.1A, 203.2A, 203.3A, 203.4A

Funding:	Grantor	Local Match
PY Carryover 21-22	\$ -	\$ -
2023-2024 Allocation	\$ 374,899	\$ 48,572
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 374,899</u>	<u>\$ 48,572</u>

(12) Grantor Agency: California Department of Transportation
Designated Recipient:
Program: State Highway Account
WorkElement: 610.3

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(12a) Grantor Agency: California Department of Housing and Community Development
Designated Recipient:
Program: Regional Early Action Planning (REAP)
WorkElement: 203.5

Funding:	Grantor	Local Match
PY Carryover	\$ 7,872	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 7,872</u>	<u>\$ -</u>

Kern Council of Governments
FY 2023-2024 Overall Work Program
Financial Summary Chart
FOOTNOTE LEGEND

(12b) Grantor Agency: California Department of Transportation
Designated Recipient:
Program: Highway Safety Improvement Program
WorkElement: 601.4

Funding:	Grantor	Local Match
PY Carryover	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ -</u>

(12c) Grantor Agency: California Air Resources Board
Designated Recipient:
Program: Clean Mobility Options Voucher Pilot Program
WorkElement: 608.1

Funding:	Grantor	Local Match
PY Carryover	\$ 17,924	\$ 2,322
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 17,924</u>	<u>\$ 2,322</u>

(12d) Grantor Agency: California Energy Commission
Designated Recipient:
Program:
WorkElement: 603.4, 603.5

Funding:	Grantor	Local Match
PY Carryover	\$ 1,137,744	\$ 147,407
2023-2024 Allocation	\$ -	\$ -
Unprogrammed	\$ -	\$ -
TOTAL	<u>\$ 1,137,744</u>	<u>\$ 147,407</u>

(13) Grantor Agency: Kern COG Member Agencies
Designated Recipient:
Program: TDA, Administration & Regional Planning Contribution
WorkElement: Various

Funding:	Administration	Planning	Total
PY Carryover	\$ -	\$ -	\$ -
2023-2024 Allocation	\$ -	\$ 965,941	\$ 965,941
Unprogrammed	\$ -	\$ -	\$ -
TOTAL	<u>\$ -</u>	<u>\$ 965,941</u>	<u>\$ 965,941</u>

Kern Council of Governments
FY 2023-2024 Overall Work Program
Financial Summary Chart
FOOTNOTE LEGEND

(14) Grantor Agency: Kern COG Member Agencies
Designated Recipient:
Program: Service Contracts and Sales
WorkElement: 2001.1, 2002.1

Funding:	Grantor
Contracts	\$ -
Member Dues	\$ -
Partnership Sales	\$ -
KMAA	\$ 38,044
AB 811	\$ -
TOTAL	<u>\$ 38,044</u>

VII. INFORMATION ELEMENT/OTHER ENTITIES PLANNING ACTIVITIES

VIII. APPENDICES

LIST OF COMMONLY USED ACRONYMS

A

AA	Alternatives Analysis
AADT	Annual Average Daily Traffic
AASHTO	American Association of State Highway and Transportation Officials
AB	Assembly Bill
AC	Asphalt Concrete
ACC/YR	Accidents/Year
ACIP	Airport Capital Improvement Program
AC/M/Y	Accident Cost/Mile/Year
ADA	American Disability Act
ADAP	Airport Development Act Program
ADIS	Advanced Driver Information System
AFB	Air Force Base
AFC	Automatic Fare Collection
AFV	Alternative Fuel Vehicle
AHAR	Advanced Highway Advisory Radio
AHS	Automated Highway System
AIP	Airport Improvement Program
AMTRAK	National Train Passenger Corporation
APCB	Air Pollution Control Board
APCD	Air Pollution Control District
AP MAP	Assessor Parcel Map
APN	Assessor Parcel Number
APTS	Advanced Public Transportation Systems
AQAP	Air Quality Attainment Plan
AQMP	Air Quality Maintenance Plan
AR	Accident Rate (Accidents averaged over 3 years)
ARTS	Advanced Rural Transportation Systems
ATC	Automated Toll Collection
ATIS	Advanced Traveler Information Systems
ATMS	Advanced Traffic Management Systems
AVCS	Advanced Vehicle Control System
AVI	Automated Vehicle Identification
AVL	Automated Vehicle Location System
AVR	Average Vehicle Ridership

B

BAR	Bureau of Automotive Repair
BARC	Bakersfield Association for Retarded Citizens
BLM	Bureau of Land Management
BSC	Bakersfield Senior Center
BTV	Bus Ticket Validator

C

CAA	Clean Air Act
CAAA	Clean Air Act Amendments
CAB	Civil Aeronautics Board
CAL ACT	California Association for Coordinated Transit
CALCOG	California Association of Councils of Governments
CALTRANS	California State Department of Transportation
CARB	California Air Resources Board
CASP	California Airport Systems Plan
CCAA	California Clean Air Act
CDBG	Community Development Block Grant
CDM	Congestion/Demand Management
CDV	Credit/Debit Vendor
CEC	California Energy Commission
CEQA	California Environmental Quality Act
CESA	California Endangered Species Act
CFS	Container Freight Station
CHCP	Cargo Handling Cooperative Program
CHP	California Highway Patrol
CIP	Capital Improvement Program
CIR	Council on Intergovernmental Relations
CL	Carload or Containerload
CMA	Congestion Management Agency
CMAQ	Congestion Management Air Quality
CMP	Congestion Management Program
CMS	Congestion Management System
CMS	Changeable Message Signs
CMV	Commercial Motor Vehicle
CNG	Compressed Natural Gas
CO	Carbon Monoxide
COG	Council of Governments
CRLA	California Rural Legal Assistance
CTAC	Communications Technical Advisory Committee
CTC	California Transportation Commission
CTP	California Transportation Plan
CTPP	Census Transportation Planning Package
CTR	Commuter Trip Reduction
CTSA	Consolidated Transportation Services Agency
CVO	Commercial Vehicle Operations
CVWP	Central Valley Water Project

D

DADD	Delano Association for Developmentally Disabled
DB	Decibel
DBE	Disadvantaged Business Enterprise
DEIR/DEIS	Draft Environmental Impact Report/Draft Environmental Impact Statement (See EIR/EIS)
DFG	Department of Fish and Game
DHS	Department of Health Services
DOC	Department of Commerce
DOD	Department of Defense
DOE	Department of Energy
DOI	Department of the Interior
DOT	Department of Transportation
DPM	Downtown People Mover
DWR	Department of Water Resources

E

EEOC	Equal Employment Opportunity Commission
EIR	Environmental Impact Report
EIR/EIS	Environmental Impact Report/Environmental Impact Statement
EIS	Environmental Impact Statement
EPA	Environmental Protection Agency
ESA	Endangered Species Act
ETC	Electronic Toll Collection
ETC	Employee Transportation Coordinator
ETMS	Enhanced Traffic Management System
ETR	Employers Training Resource
ETTM	Electronic Toll and Traffic Monitoring

F

FAA	Federal Aviation Administration
FCAA	Federal Clean Air Act
FCC	Federal Communications Commission
FCR	Flexible Congestion Relief
FCS	Functional Classification System
FETSIM	Fuel Efficient Traffic Signal Management
FFV	Flexible Fuel Vehicle
FmHA	Farmers' Home Administration
FHWA	Federal Highway Administration
FIP	Federal Implementation Plan
FOCAS	Federal Railroad Administration
FS	Forest Service
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FWS	Fish and Wildlife Service

G

GET	Golden Empire Transit District
GIS	Geographical Information Systems
GPS	Global Positioning Systems
GSA	General Services Administration

H

HAR	Highway Advisory Radio
HAZMAT	Hazardous Materials
HCD	Housing and Community Development
HHS	Health and Human Services
HOV	High Occupancy Vehicle
HOV lane	High Occupancy Vehicle Lane
HPMS	Highway Performance Monitoring System
HS GT	High-speed Ground Transportation
HSOPP	Highway Systems Operation and Protection Plan
HSR	High Speed Rail
HUD	Department of Housing and Urban Development (federal)

I

ICC	Interstate Commerce Commission
ICMA	International City Managers' Association
IMS	Intermodal Management System
IPG	Intermodal Planning Group
IRRS	Interregional Road System
ISTEA	Intermodal Surface Transportation Efficiency Act
ITE	Institute of Transportation Engineers
ITS	Intelligent Transportation System
ITS	Institute of Transportation Studies
IVHS	Intelligent Vehicle Highway Systems
IVRG	In-Vehicle Route Guidance System

J

JPPB	Joint Planning Policy Board (Military)

K

KCAPCD	Kern County Air Pollution Control District
KCEOC	Kern County Economic Opportunity Corporation
KCWA	Kern County Water Agency
KMAA	Kern Motorist Aid Authority

L

LAFCO	Local Agency Formation Commission
LEV	Low Emission Vehicle
LNG	Liquid Natural Gas
LOS	Level of Service
LPG	Liquefied Petroleum Gas
LRRT	Light Rail Rapid Transit
LRT	Light Rail Transit
LRV	Light Rail Vehicle
LTF	Local Transportation Fund

M

MAGLEV	Magnetic Levitation
MAOF	Mexican American Opportunity Foundation
MMS	Maintenance Management System
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MPG	Miles Per Gallon
MPH	Miles Per Hour
MPO	Metropolitan Planning Organization
MSA	Metropolitan Statistical Area
MTIS	Multimodal Traveler Information Systems
MTS	Metropolitan Transportation System

N

NAAQS	National Ambient Air Quality Standard
NAFTA	North American Free Trade Agreement
NARC	National Association of Regional Councils
NASA	National Aeronautic and Space Administration
NAWS	Naval Air Weapons Station (China Lake)
NEPA	National Environmental Policy Act
NHS	National Highway System
NIMBY	Not In My Back Yard
NOR	North of the River Recreation and Parks District

O

OAA	Older Americans Act
OMB	Office of Management and Budget
OPR	Office of Planning and Research (state)
OSHA	Occupational Safety and Health Administration (federal)
OWP	Overall Work Program

P

PARIS	Passenger Routing and Information System
PATH	Program for Advanced Transit and Highways
PIP	Productivity Improvement Program
PIP	Public Information Program
PL	Planning Funds
PMS	Pavement Management System
PSTIP	Proposed State Transportation Improvement Program
PUC	Public Utilities Commission

R

REEP	Reasonable Extra Efforts Program
RFP	Request for Proposal
RFQ	Request for Qualifications
ROW	Right Of Way
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agency
RWQCB	Regional Water Quality Control Board

S

SAFE	Service Authority for Freeway Emergencies
SB	Senate Bill
SBA	Small Business Administration
SCAG	Southern California Association of Governments
SCHWA	Southern California Hazardous Waste Authority
SIP	State Implementation Plan
SJVUAPCD	San Joaquin Valley Unified Air Pollution Control District
SMSA	Standard Metropolitan Statistical Area
SOV	Single Occupant Vehicle
S RTP	Short Range Transit Plan
STA	State Transit Assistance
STAA	Surface Transportation Assistance Act
STAF	State Transit Assistance Fund
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
STPP	Surface Transportation Policy Project
SWP	State Water Project
SWRCD	State Water Resources Control Board

T

TAP	Target Area Program (Head Start)
TARG	Transportation Air Quality Review Group
TCC	Transportation Control Center
TCD	Traffic Control Devices
TCI	Transit Capital Improvement Program
TCM	Transportation Control Measure
TDA	Transportation Development Act
TDM	Transportation Demand Management
TDP	Transportation Development Plan
TEA-21	Transportation Equity Act for the 21st Century
TIC	Transportation Information Center
TIGER	Topological Integrated Geographic Encoding & Referencing
TIP	Transportation Improvement Program
TMA	Transportation Management Area/Association
TMP	Transportation Management Plan
TMS	Traffic Management System
TMS	Traffic Monitoring System
TOC	Traffic Operations Center
TOS	Traffic Operations Systems
TP&D	Transportation Planning and Development
TP&D Account	Transportation Planning and Development Account
TRB	Transportation Research Board
TRIPS	Transportation Intelligent Planning System
TRO	Trip Reduction Ordinance
TSM	Transportation Systems Management
TTAC	Transportation Technical Advisory Committee
TV SAP Channel	Television Second Audio Program

U

UA	Urbanized Area
UMTA	Urban Mass Transportation Administration
URISA	Urban and Regional Information Systems Association
USDOT	U.S. Department of Transportation
USFS	U.S. Forest Service
USFWS	U.S. Fish and Wildlife Service
USTIP	Updated State Transportation Improvement Program
UTPP	Urban Transportation Planning Package
UZA	Urbanized Area

V

VFV	Variable Fuel Vehicle
VMT	Vehicle Miles Traveled
VNIS	Vehicle Navigation and Information Systems
VOR	Vehicle Occupancy Rate

W

WADD	Wasco Association for Developmentally Disabled
WBE	Women Owned Business Enterprise
WE	Work Element
WP	Work Program
WWW	World Wide Web

Z

ZEV	Zero Emission Vehicle

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2023/2024
Work Element #2003.1 – GOLDEN EMPIRE TRANSIT ROUTE RESTORATION PLAN

Purpose & Goal*

Acquire transit planning and visualization software to assist GET in COVID-19 service recovery design and assessing new routes, measure performance and costs of those routes, and rapidly entertain new service requests from the community. This provides the agency the ability to respond to changing conditions and iterate new route plans over time. Community outreach and engagement of transit riders will be conducted regularly in order for staff to gather feedback on existing services and adapt as needed.

Previous Work

1. Conducted Operational Analysis to evaluate the service mix (IBI Study 2023)
2. Identification of Transit Service Improvement Strategies (IBI Study 2023)
3. Develop overview of planning assumptions and incorporate into Five Year Recommended Service Plan (GET SRTP 2023)

Study Design (Tasks and Responsible Agencies)

Task #	Task	Completion Date	% of Effort
1	Develop RFP and procure planning/runcutting software	03/10/2023	20%
2	Analyze findings from the Operational Analysis	04/15/2023	10%
3	Conduct Outreach and Public Engagment for potential route redesign	5/1/2023	10%
4	Draft work plan for route restoration and redesign	5/1/2023	20%
5	Obtain community feedback on route changes and restoration	5/1/2023	10%
6	Finalize work plan with local stakeholders and establish justification	8/30/2023	20%
7	Ensure responsiveness to community needs/trends by iterating tasks 3-5 over the rest of the term	12/31/2026	10%

End Products (Schedule)

1. SRTP document updates that identify and design routes (annually at least, quarterly where feasible)
2. Outreach and Engagement documents that summarize comments received (quarterly where feasible)
3. Route Optimization Analysis (quarterly when feasible, at least semi-annually)

Revenue Budget

Agency	FTA – RPRP	Total
GET	\$413,005	\$413,005
Consultant	--	--
Total	\$413,005	\$413,005

Funding by Task

Source	Task							Total
	1	2	3	4	5	6	7	
FTA RPRP	\$82,601	\$41,300.5	\$41,300.5	\$82,601	\$41,300.5	\$82,601	\$41,300.5	\$413,005
Total	\$82,601	\$41,300.5	\$41,300.5	\$82,601	\$41,300.5	\$82,601	\$41,300.5	\$413,005

**AGENDA
KERN COUNCIL OF GOVERNMENTS
MAY 18, 2023
6:30 P.M.**

PRIMARY MEETING LOCATION

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

**SECONDARY MEETING LOCATION
TELECONFERENCING AVAILABLE**

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

TPPC/Kern COG Board

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. **ROLL CALL:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Helton, Navarro, Parra, Warney

- II. **PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

Disabled individuals who need special assistance to attend or participate in a meeting of the Kern Council of Governments may request assistance at 1401 19th Street Suite 300: Bakersfield CA 93301 or by calling (661) 635-2900. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

- III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – April 20, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. 2023 Community Survey Final Report (Campbell)

Comment: Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2023 Community Survey.

Action: Accept the 2023 Community Survey Final Report. ROLL CALL VOTE.

E. Agreement for Safety-Related Hazard and Obstruction Removal on State Highways (Napier)

Comment: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern for safety-related hazard and obstruction removal on state highways in Kern County in the amount of \$50,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern and authorize the Chair to sign the Agreement. ROLL CALL VOTE

F. Agreement for Safety-Related Hazard and Obstruction Removal on State Highways (Napier)

Comment: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$225,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement.

G. 2023 Update: Kern Council of Governments Public Involvement Procedures & Policies (Raymond)

Comment: The 2017 California Regional Transportation Plan (RTP) Guidelines require that a Metropolitan Planning Organization (MPO) develop a public participation plan prior to the development of the RTP. The Regional Planning Advisory Committee has reviewed this item.

Action: Information.

H. Local Clearinghouse:

Applicant: Kern Community College District

Address: 1801 Panorama Drive
Bakersfield, CA 93305-1219
Contact: Dr. Bonita Steele

Federal Agency: Rural Business-Cooperative Service
Catalog No.: 10.755
Title: Rural Innovation Stronger Economies (RISE)
Description: Bakersfield College – Kern RISEs Project

Federal Funds: \$975,000.00

Total Funds: \$2,292,785.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway

Bakersfield, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Office of Violence Against Women

Catalog No.: 16.525

Title: OVW Fiscal Year 2023 Grants to Reduce Domestic Violence, Dating Violence, Sexual Assault, and Stalking on Campus Program Solicitation

Description: Runner PRIDE: Prevention, Inclusion, Diversity, Excellence Program

Federal Funds: \$399,323.00

Total Funds: \$399,323.00

Applicant: San Joaquin Community Hospital dba Adventist Health Bakersfield

Address: 2615 Chester Avenue

Bakersfield, CA 93301-2014

Contact: Christine Lollar

Federal Agency: Substance Abuse and Mental Health Services Administration

Catalog No.: 93.243

Title: Mental Health Awareness Training Grants

Description: Wellness Navigation – training hospital and clinic staff, community, and linking patients to care

Federal Funds: \$200,000.00

Total Funds: \$203,500.00

Applicant: House of Jochebed

Address: 5114 Laguna Street

Bakersfield, CA 93306

Contact: Lorena Vasquez

Federal Agency: US Department of Justice

Competition Identification No.: O-OVC-2023-171671

Title: OVC FY 2023 Human Trafficking Fellowship Program

Description: Systematic Review of Exit and Post Exit Interventions

Federal Funds: \$400,000.00

Total Funds: \$400,000.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

IV. FINAL KERN COG FY 2023-2024 FINANCIAL PLAN (Palomo)

Comment: Pursuant to policy, Kern Council of Governments (Kern COG) prepares and adopts an annual financial plan (budget) detailing estimated revenues and expenditures for the ensuing fiscal year. Staff has prepared a **final** Kern COG FY 2023-2024 Financial Plan that includes \$6,147,134 in estimated operating revenues and \$6,360,882 in estimated operating and capital expenditures.

OPEN PUBLIC HEARING

RECEIVE COMMENTS

CLOSE PUBLIC HEARING

Action: Adopt the Final Kern COG FY 2023-2024 Financial Plan. ROLL CALL VOTE.

V. FINAL KMAA FY 2023-2024 FINANCIAL PLAN (Palomo)

Comment: KMAA develops an annual financial plan or budget that includes detailed estimates of revenues and expenses for the upcoming fiscal year. The financial plan is reviewed and approved by the Council. The **final** KMAA FY 2023-2024 Financial Plan proposes operating revenues totaling \$835,711, and operating appropriations totaling \$641,788.

OPEN PUBLIC HEARING

RECEIVE COMMENTS

CLOSE PUBLIC HEARING

Action: Adopt the Final KMAA FY 2023-2024 Financial Plan. ROLL CALL VOTE.

VI. CONGESTION MANAGEMENT AGENCY: (None)

VII. KERN MOTORIST AID AUTHORITY: (None)

VIII. MEETING REPORTS: (None)

IX. EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)

A. Warrant Register

B. Timeline

X. 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.

XI. CLOSED SESSION:

A. Executive Director Evaluation.

XII. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be June 15, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for April 20, 2023

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
April 20, 2023
6:30 P.M.

The meeting was called to order by Chairman Smith at 6:45 p.m.

I. ROLL CALL:

Members Present: Couch, Crump, Krier, Creighton, Prout, Reyna, Scrivner, B. Smith, P. Smith, Murillo

Congestion Management Agency Ex-Officio Members: Parra, Warney, Navarro, Helton

Members Absent: Ayon, Blades, Vasquez

Others: Marguerite, Juan, Walker, Franz, Butler

Staff: Hakimi, Napier, Snoddy, Pacheco, Enriquez, Ball, Stramaglia, Urata, Flickinger, Montalvo, Invina-Jayasiri, Banuelos, VanWyk

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.

Chairman Smith asked for public comments. There were none.

- III. CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – March 16, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. EV Ready Communities Agreement Between Kern COG and California Clean Transportation LLC as Funded by the California Energy Commission ARV-20-0101
(Urata)

Action: Approve the Agreement between Kern Council of Governments and California Clean Transportation LLC; authorize Chair to sign. ROLL CALL VOTE.

E. Contract With Moore & Associates to Conduct Triennial Performance Audit
(Enriquez)

Action: Approve a contract for the Triennial Performance Audits to the sole bidder, Moore and Associates in an amount not to exceed \$74,954.16 and authorize the

Chairman to sign the contract. ROLL CALL VOTE.

F. FY 2022-2023 Overall Work Program and Financial Plan Amendment No. 2: Resolution No. 23-10 (Montalvo)

Action: Approve Amendment No. 2 to the FY 2022-2023 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-10. ROLL CALL VOTE.

G. EV Ready Communities Agreement between Kern COG and California Clean Transportation LLC as Funded by the California Energy Commission ARV-20-0101 (Urata)

Action: Approve the Agreement between Kern Council of Governments and California Clean Transportation LLC; authorize Chair to sign. ROLL CALL VOTE.

H. Local Clearinghouse:

Applicant: County of Kern

Address: 1115 Truxtun Ave., Fifth Floor
Bakersfield, CA 93301-4630
Contact: Mrs. Amanda Ruiz

Federal Agency: Bureau of Justice Assistance
Catalog No.: 16.833
Title: National Sexual Assault Kit Initiative Kern County Unsubmitted SAR 2023 Project.

Federal Funds: \$2,000,000.00

Total Funds: \$2,000,000.00

Applicant: County of Kern

Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei H. Oviatt

Federal Agency: U.S. Department of Housing and Urban Development
Catalog No.: 14.231
Title: Emergency Solutions Grant
Description: Serving the Unincorporated Communities of the County of Kern and Co-operative communities of California City, Ridgecrest, Shafter, and Tehachapi.

Federal Funds: \$399,859

Total Funds: \$399,859

Applicant: County of Kern

Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Lorelei H. Oviatt

Federal Agency: US Department of Housing and Urban Development
Catalog No.: 14.239
Title: Home Investment Partnership Program
Description: Serving the Unincorporated Communities of the County of Kern and Co-operative Cities of California City, Ridgecrest, Shafter, and Tehachapi.

Federal Funds: \$2,166,644.00

Total Funds: \$2,516,644.00

Applicant: County of Kern

Address: 2700 M Street, Suite 250

Bakersfield, CA 93301-2323

Contact: Lorelei H. Oviatt

Federal Agency: US Department of Housing and Urban Development

Catalog No.: 14.218

Title: Community Development Block Grant

Description: Serving the Unincorporated Communities of the County of Kern and Co-operative Cities of California City, Ridgecrest, Shafter, and Tehachapi.

Federal Funds: \$4,652,524.00

Total Funds: \$4,812,524.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

MOTION BY DIRECTOR COUCH TO APPROVE CONSENT AGENDA ITEMS A THROUGH H, SECOND BY DIRECTOR REYNA, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

IV. FY 2023-2024 FINAL OVERALL WORK PROGRAM (Montalvo)

Action: Adopt Kern COG's FINAL 2023-2024 Overall Work Program and authorize Chair to sign Resolution No. 23-01. ROLL CALL VOTE.

MOTION BY DIRECTOR CRUMP TO ADOPT KERN COG'S FINAL 2023-2024 OVERALL WORK PROGRAM AND RESOLUTION NO. 23-01; 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 report:

1. Report on March 22 & 23 CTC Meeting in Los Angeles
2. Report on April 12-14 – Federal Certification Site Visit
3. San Joaquin Valley Policy Conference – April 24 – 26, 2023 - Great Wolf Lodge – Manteca
4. Meetings:
 - a. SR 99 and SR 58 missing connectors
 - b. SR 204 and Union Avenue
 - c. 7th Standard/SR 43
 - d. SR 33 Safety Improvements
 - e. SR 46 Monthly Status Meeting
 - f. Truck Climbing Lanes on SR 58

IX. MEMBER STATEMENTS:

X. CLOSED SESSION:

None.

XI. ADJOURNMENT: Seeing no other comments the meeting adjourned at 6:55 p.m. **NEXT MEETING – May 18, 2023.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

May 18, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Susanne Campbell
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. D.
2023 COMMUNITY SURVEY FINAL REPORT

DESCRIPTION:

Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2023 Community Survey.

DISCUSSION:

The 2023 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, 1,282 adult residents in Kern County completed the community survey, representing a total universe of 654,323 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 February 13 through February 26, 2023. Data collection was as follows: 141 landlines, 211 cell phones, 930 online from text invitations. In order to allow segmentation of results by region, the areas of the county were sampled as follows: 62 in West Kern, 1001 in the Central Valley, 93 in the Mountain regions, and 126 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 2023 Community Survey Final Report.

ROLL CALL VOTE.



III. E. COG

May 18, 2023

TO: Kern Motorist Aid Authority

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. E.
Agreement for Safety-Related Hazard and Obstruction Removal on State
Highways

DESCRIPTION

Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern for safety-related hazard and obstruction removal on state highways in Kern County in the amount of \$50,000. This item has been reviewed by County Counsel.

DISCUSSION

The County of Kern will use clients from the Bakersfield Homeless Center to carry out the contract for safety-related hazard and obstruction removal providing employment opportunities.

Attached for Board consideration is an Agreement between the County of Kern and the Kern COG Board, Acting as the Kern Motorist Aid Authority to contribute \$50,000 in motorist aid funds for safety-related hazard and obstruction removal from the state highways throughout Kern County.

ACTION

Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern and authorize the Chair to sign the Agreement.

ROLL CALL VOTE.

**MEMORANDUM OF AGREEMENT BETWEEN
KERN COUNCIL OF GOVERNMENTS ACTING AS THE
KERN MOTORIST AID AUTHORITY AND
THE COUNTY OF KERN**

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), made and entered into on 2023 ("**Execution Date**"), is by and between the County of Kern ("**COUNTY**") and Kern Council of Governments acting as the Kern Motorist Aid Authority, a joint powers entity ("**KERN COG**"). County and Kern COG are referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

- A. KERN COG adopted the FY 2023-24 Overall Work Program and Financial Plan; and
- B. KERN COG acting as the Kern Motorist Aid Authority adopted a Financial Plan for operation and maintenance of a motorist aid system; and
- C. California Streets and Highways Code Section 2557(d) states that monies that exceed the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system, may be used for purposes of safety-related motorist aid projects; and
- D. Studies show that roadway hazards and obstructions, including litter and debris cause numerous accidents per year in North America; and
- E. The COUNTY has established a program for hazard and obstruction removal on state highways traversing the COUNTY; and
- F. KERN COG acting as the Kern Motorist Aid Authority is willing to provide funding to assist with hazard and obstruction removal on state highways traversing through the COUNTY excluding the Bakersfield City Limits.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. COUNTY shall be the lead agency for the operation of the hazard and obstruction removal program on state highways traversing through the COUNTY.
- 2. When the program is established, COUNTY shall submit a monthly invoice to KERN COG to be used for hazard and obstruction removal on state highways in Kern County. The first invoice shall be dated after the Execution Date of this Agreement, and the final invoice shall be dated before July 26, 2024.
- 3. KERN COG shall provide COUNTY up to fifty thousand dollars (\$50,000) from funds programmed in the Kern Motorist Aid Financial Plan to pay for costs incurred by COUNTY in hazard and obstruction removal on state highways in Kern County.
- 4. COUNTY shall provide an oral report to the Kern COG Board on the amount of hazards and obstructions removed from state highways in Kern County.
- 5. The term of this Agreement shall be from the Execution Date through June 30, 2024.
- 6. Either Party may, at its sole discretion, terminate this Agreement at any time by giving 30 days written notice to the other Party.
- 7. Each Party shall defend, indemnify, and hold harmless, the other party, and their respective officers, directors, employees, agents, members, shareholders, partners, joint

ventures, affiliates, successors, and assigns from and against any and all liabilities, obligations, claims, demands, suits, losses, expenses, damages, fines, judgments, settlements, and penalties, including, without limitation, costs, expenses, and attorneys' fees incident thereto, arising out of or based upon contract damages, property damage, or bodily injury (including death at any time resulting there from) to any person, including the indemnifying party's employees, affiliates, or agents, occasioned by or in connection with (1) the indemnifying party's negligent performance of (or failure to perform) the contract duties hereunder; (2) a violation of any laws or any negligent act or omission by the indemnifying party's or its affiliates, subcontractors, agents or employees during the performance of the contract duties hereunder; or (3) a breach of this Agreement by the indemnifying party or any of its affiliates, subcontractors, agents, or employees. The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified (including reasonable attorneys fees), from and after the time at which the party indemnified received notification (whether verbal or written) that a claim or demand is to be made or may be made. Both parties' obligations under this Section do not extend to any liability caused by the sole negligence of the other party. This Section shall survive the termination or expiration of this Agreement.

8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either Party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. Should any part, term, portion, or provision of this Agreement 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.
10. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California.
12. Any notice or notices required or permitted to be given pursuant to this Agreement 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:

TO KERN COG: Ahron Hakimi, Executive Director
 Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, California 93301

TO COUNTY: Property Management
 General Services Department
 County of Kern
 1115 Truxtun Ave. 3rd Floor
 Bakersfield, CA 93301

13. The individual executing this Agreement on behalf of each Party warrants that he/she is authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.
14. COUNTY acknowledges that COUNTY, and all subcontractors hired by COUNTY to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("**IRCA**"). COUNTY is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by COUNTY to perform services under this Agreement are in compliance with the IRCA.
15. COUNTY agrees to maintain and make available to KERN COG accurate books and records relative to all its activities under this Agreement. COUNTY shall permit KERN COG to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. COUNTY shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KERN COG herein.
16. COUNTY shall observe and comply with all applicable state, federal, and local laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the Execution Date.

KERN COUNCIL OF GOVERNMENTS

COUNTY OF KERN

Bob Smith, Chair
"KERN COG"

COUNTY OF KERN
"COUNTY"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director
Kern Council of Governments

Senior CAO Manager
County of Kern

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Van Wyk,
Deputy County Counsel
For KERN COG

Gurujodha Khalsa,
Chief Deputy County Counsel
COUNTY OF KERN



III. F. COG

May 19, 2022

TO: Kern Motorist Aid Authority

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. F.
Agreement for Safety-Related Hazard and Obstruction Removal on State
Highways

DESCRIPTION

Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$225,000. This item has been reviewed by County Counsel.

DISCUSSION

The City of Bakersfield uses clients from the Bakersfield Homeless Center to carry out the contract for safety-related hazard and obstruction removal providing employment opportunities.

Attached for Board consideration is an Agreement between the City of Bakersfield and the Kern COG Board, Acting as the Kern Motorist Aid Authority to contribute \$225,000 in motorist aid funds for safety-related hazard and obstruction removal from the state highways within the City of Bakersfield.

ACTION

Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement.

ROLL CALL VOTE.

**MEMORANDUM OF AGREEMENT BETWEEN
KERN COUNCIL OF GOVERNMENTS ACTING AS THE
KERN MOTORIST AID AUTHORITY AND
THE CITY OF BAKERSFIELD**

THIS MEMORANDUM OF AGREEMENT ("**Agreement**"), made and entered into this ____ day of _____, 2023 ("**Execution Date**"), is by and between the City of Bakersfield, a charter city and municipal corporation, ("**CITY** ") and Kern Council of Governments acting as the Kern Motorist Aid Authority, a joint powers entity ("**KERN COG**"). City and Kern COG are referred to individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H

- A. KERN COG adopted the FY 2023-24 Overall Work Program and Financial Plan; and
- B. KERN COG acting as the Kern Motorist Aid Authority adopted a Financial Plan for operation and maintenance of a motorist aid system; and
- C. California Streets and Highways Code Section 2557(d) states that monies that exceed the amount needed for full implementation and ongoing costs to maintain and operate the motorist aid system, may be used for purposes of safety-related motorist aid projects; and
- D. Studies show that roadway hazards and obstructions, including litter and debris cause numerous accidents per year in North America; and
- E. The CITY has established a program for hazard and obstruction removal on state highways traversing the CITY; and
- F. KERN COG acting as the Kern Motorist Aid Authority is willing to provide funding to assist with hazard and obstruction removal on state highways traversing through the CITY.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. CITY shall be the lead agency for the operation of the hazard and obstruction removal program on state highways traversing through the CITY.
- 2. CITY, beginning July 1, 2023, shall submit a monthly invoice to KERN COG for funds to be used for hazard and obstruction removal on state highways in Kern County. The first invoice shall be dated after the Execution Date of this Agreement, and the final invoice shall be dated before July 26, 2024.
- 3. KERN COG shall provide CITY up to two hundred twenty-five thousand dollars (\$225,000) from funds programmed in the Kern Motorist Aid Financial Plan to pay for costs incurred by CITY in hazard and obstruction removal on state highways traversing the CITY.
- 4. CITY shall provide a written monthly report to Kern COG on the amount of hazards and obstructions removed from state highways traversing the CITY.
- 5. The term of this Agreement shall be from the Execution Date through June 30, 2024.
- 6. Either Party may, at its sole discretion, terminate this Agreement at any time by giving 30 days written notice to the other Party.
- 7. CITY shall indemnify, defend (upon written request of KERN COG) and save harmless KERN COG, its officers, agents and employees from any and all losses, damages, liability, claims or causes of action of every nature whatsoever for physical damage to or destruction

of property, including the property of KERN COG, or physical injury to or death of any person or persons, including KERN COG's officers, agents and employees, which may arise out of any act or omission of the CITY, its officers, agents, independent contractors or employees during the performance of this Agreement.

8. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either Party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.
9. Should any part, term, portion, or provision of this Agreement 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.
10. This Agreement contains the entire agreement of the Parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent modification in writing, signed by the party to be charged.
11. The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties shall be governed by, the laws of the State of California.
12. Any notice or notices required or permitted to be given pursuant to this Agreement 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:

TO KERN COG: Ahron Hakimi, Executive Director
 Kern Council of Governments
 1401 19th Street, Suite 300
 Bakersfield, California 93301

TO CITY: Gregg Strakaluse
 Public Works Department
 City of Bakersfield
 1501 Truxtun Avenue
 Bakersfield, CA 93301
13. The individual executing this Agreement on behalf of each Party warrants that he/she is authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.
14. CITY acknowledges that CITY, and all subcontractors hired by CITY to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). CITY is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by CITY to perform services under this Agreement are in compliance with the IRCA. In addition, CITY agrees to indemnify, defend and hold harmless KERN COG, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that CITY's employees, or the employees of any subcontractor hired by CITY, are not authorized to work in the United States for CITY or its subcontractor and/or any other claims based upon alleged IRCA violations committed by CITY or CITY's subcontractor(s).

15. CITY agrees to maintain and make available to KERN COG accurate books and records relative to all its activities under this Agreement. CITY shall permit KERN COG to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, and records of personnel or other data related to all other matters covered by this Agreement. CITY shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon KERN COG herein.
16. CITY shall observe and comply with all applicable state, federal, and local laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have caused this MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the Execution Date.

KERN COUNCIL OF GOVERNMENTS

CITY OF BAKERSFIELD

Bob Smith, Chair
"KERN COG"

Karen Goh
City of Bakersfield
"CITY"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director
Kern Council of Governments

Gregg Strakaluse, Director
City of Bakersfield Public Works Dept.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Brian Van Wyk,
Deputy County Counsel
For KERN COG

Joshua H. Rudnick,
Deputy City Attorney II
City of Bakersfield

COUNTERSIGNED:

Randy McKeegan
Finance Director



III. G. COG

May 18, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Ben Raymond,
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. G.
2023 Update - Kern Council of Governments Public Involvement Procedures & Policies

DESCRIPTION:

The 2017 California Regional Transportation Plan (RTP) Guidelines require that a Metropolitan Planning Organization (MPO) develop a public participation plan prior to the development of the RTP. The Regional Planning Advisory Committee has reviewed this item.

DISCUSSION:

The Public Involvement Procedures and Policies (PIP) provide guidance for Kern Council of Governments' (Kern COG) elected officials and staff in public participation and interagency consultation throughout the regional planning process. It contains the agency policies, guidelines and procedures Kern COG uses in developing the metropolitan planning process. This includes the development and approval of the Regional Transportation Plan, Regional and Federal Transportation Improvement Program, and environmental review documentation related to growth, transportation, air quality, and any product prepared by Kern COG staff that statutorily requires public participation, or for which the Kern COG Board of Directors determines is necessary. Kern COG carries out its transportation and air quality planning responsibilities in a continuing, cooperative and comprehensive manner in conformance with Federal and State law that determine how Metropolitan Planning Organizations (MPOs) provide for early consultation and public participation.

Prior to development of the 2026 RTP, Kern COG is updating the Public Involvement Policies and Procedures (PIP) to include the latest Federal and State requirements and input from participating agencies and stakeholders. The Draft 2023 PIP is posted at <https://www.kerncog.org/policies/>

The 2017 California RTP Guidelines as well as Kern COG's 2019 PIP require a forty-five (45) day public comment period prior to adoption of the 2023 PIP. The 45-day public comment period began May 1st, 2023, and closes June 15th, 2023.

Additional roundtable meetings will be held in Fall of 2023 to gather input for specific strategies for public participation during the 2026 RTP development outreach in accordance with the 2023 PIP.

ACTION: Information.



IV. COG

May 18, 2023

TO: Kern Council of Governments (Kern COG)

FROM: Ahron Hakimi
Executive Director

By: Gregory J. Palomo
Financial Services Officer

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
FINAL KERN COG FY 2023-2024 FINANCIAL PLAN

DESCRIPTION: Pursuant to policy, Kern Council of Governments (Kern COG) prepares and adopts an annual financial plan (budget) detailing estimated revenues and expenditures for the ensuing fiscal year. Staff has prepared a **final** Kern COG FY 2023-2024 Financial Plan that includes \$6,147,134 in estimated operating revenues and \$6,360,882 in estimated operating and capital expenditures.

DISCUSSION: Attached is the **final** Kern COG FY 2023-2024 Financial Plan. This final plan serves as the presentation of detailed information regarding FY 2023-2024 budget issues and appropriations leading to the conduct of a public hearing and Council consideration for adoption. The **final** plan contains the following general provisions:

REVENUES -- Estimated total operating revenues of \$6,147,134 representing a 25.3 percent decrease from the prior year budget. This includes carryover fund estimates, which will be further amended into the budget when confirmed after the first quarter of the fiscal year.

EXPENDITURES -- Appropriations totaling \$6,360,882 to fund current operating expenditures, including all projects set forth in the Overall Work Program. This represents a 24.1 percent decrease in operating appropriations from the prior year budget.

Please see the attached document for a more detailed presentation of FY 2023-2024 budget related issues and appropriations.

Staff recommends approval.

OPEN PUBLIC HEARING

RECEIVE COMMENTS

CLOSE PUBLIC HEARING

ACTION: Adopt the Final Kern COG FY 2023-2024 Financial Plan. ROLL CALL VOTE.

Kern Council of Governments

ANNUAL FINANCIAL PLAN

FISCAL YEAR 2023-2024

CHAIR

Bob Smith, City of Bakersfield

VICE-CHAIR

Zack Scrivner, County of Kern

BOARD OF DIRECTORS

Olivia Trujillo
Bob Smith
Jim Creighton
Veronica Vasquez
John Crump
Saul Ayon
Kyle Blades
Cathy Prout
Orchel Krier
Philip A. Smith
Gilberto Reyna
David Couch
Zack Scrivner

City of Arvin
City of Bakersfield
City of California City
City of Delano
City of Maricopa
City of McFarland
City of Ridgecrest
City of Shafter
City of Taft
City of Tehachapi
City of Wasco
County of Kern
County of Kern

SUBMITTED BY:
Ahron Hakimi
Executive Director
May 18, 2023

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Expenditure Detail	23

LETTER OF TRANSMITTAL

May 18, 2023

The Honorable Board of Directors
Kern Council of Governments

Dear Chairman and Board:

Kern Council of Governments (Kern COG) staff is pleased to submit for your review and approval the final Kern COG Annual Financial Plan for fiscal year 2023-2024. This plan is an estimate of the financial activity anticipated for the fiscal year stated in object, account and line item format. The plan provides sufficient appropriations to fund all programs and projects documented in the FY 2023-2024 Overall Work Program. In summary, the final plan includes revenues of \$6,147,134 and expenditures of \$6,360,882.

REVENUES

Kern COG staff anticipates FY 2023-2024 budgeted revenues totaling \$6,147,134. Total budgeted revenues are estimated to decrease by 25.3 percent from the prior year budget.

<u>Source</u>	<u>Amount</u>	<u>Percent of Total</u>	<u>Increase/(Decrease)</u>
Federal	\$2,921,357	47.5	(24.6%)
State	\$2,196,792	35.7	(45.3%)
Regional PL/Admin	\$ 965,941	15.7	(30.1%)
Local/miscellaneous	\$ 63,044	1.7	(120.7%)

Federal revenues decrease marginally, and Kern COG continues to maximize these funds, while the use of toll credits as local match allows for the use the local funding sources in other areas. State revenue, including those from the Road Repair and Accountability Act have also dropped and are included in the financial plan. When additional carryover amounts are certified in the second quarter, Kern COG will amend the budget.

EXPENDITURES

Kern COG staff proposes FY 2023-2024 expenditure appropriations totaling \$6,360,882. This represents an decrease of 24.1 percent over the prior year budget. In terms of the four basic object classes, these appropriations are distributed as follows:

<u>Object Class</u>	<u>Amount</u>	<u>Percent of Total</u>	<u>Increase/(Decrease)</u>
Personnel	\$3,283,242	51.6	(4.9%)
Professional Services	\$2,609,434	41.0	(43.3%)
Services and Supplies	\$ 434,206	6.8	(49.8%)
Capital	\$ 34,000	0.5	(64.7%)

With respect to personnel related appropriations, Kern COG's staffing level is recommended to stay at 18 full-time and 2 part-time positions. With respect to professional service related appropriations, staff recommends a slight increase. For further details regarding subcontractors, please refer to the discussion under "Programs", which follows. With respect to appropriations for services and supplies and capital, staff recommends those classes increase for the 2023-2024 fiscal year.

PROGRAMS

In addition to ongoing planning activities such as air quality conformity and public transit funding, staff recommends a variety of expanded program initiatives for the 2023-2024 fiscal year. These initiatives include the following:

- 1) Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program: to estimate and allocate regional housing needs in Kern County
- 2) Sustainable Communities: for local and regional multimodal transportation and land use planning projects that support regional sustainable community strategies.
- 3) Regional Technical Assistance: to provide technical assistance to member agencies to address regional and subregional issues related to transportation planning.

CONCLUSION

The proposed Kern COG Annual Financial Plan for the 2023-2024 fiscal year continues to provide for the achievement of two major underlying objectives. First, the plan fulfills the Council and staff obligation to maintain the region's federal and state certifications. And, thereby, ensures the continued flow of resources to Kern COG member agencies. And second, the plan provides for extensive direct services to Kern COG member agencies in support of local efforts to serve the citizens of the Kern region. Staff recommends your Council's favorable consideration.

Respectfully,

Ahron Hakimi
Executive Director

ORGANIZATION AND STAFFING

Kern Council of Governments

SCHEDULE OF GENERAL FUNCTIONS

The Kern Council of Governments performs the following local governmental functions:

- * Metropolitan Planning Organization (U.S.D.O.T.)
- * Transportation Management Agency (U.S.D.O.T.)
- * Areawide Planning Organization (U.S.H.U.D)
- * Local Clearinghouse (U.S.E.O.)
- * Home Mortgage Disclosure Depository (U.S.F.R.B.)
- * Regional Transportation Planning Agency (State)
- * Affiliate Data Center (State)
- * Kern GeoNet (Local)
- * Kern Motorist Aid Authority (Local)
- * Kern County Transportation Authority (Local)
- * Kern Congestion Management Agency (Local)
- * Transportation Demand Management (Rideshare) Program

Kern Council of Governments

STAFF ALLOCATION
Fiscal Year 2023-2024

<u>Position</u>	<u>Number</u>	<u>Person-Hours</u>
Executive Director	1	2,080
Deputy Director - Administration	1	2,080
Deputy Director - Planning	1	2,080
Financial Services Officer	1	2,080
Regional Planner	12	24,960
Administrative Assistant	2	4,160
Part-time	2	2,000
	-----	-----
TOTAL	20	39,440
	=====	=====

Full-Time Positions: 18
Part-Time Positions: 2

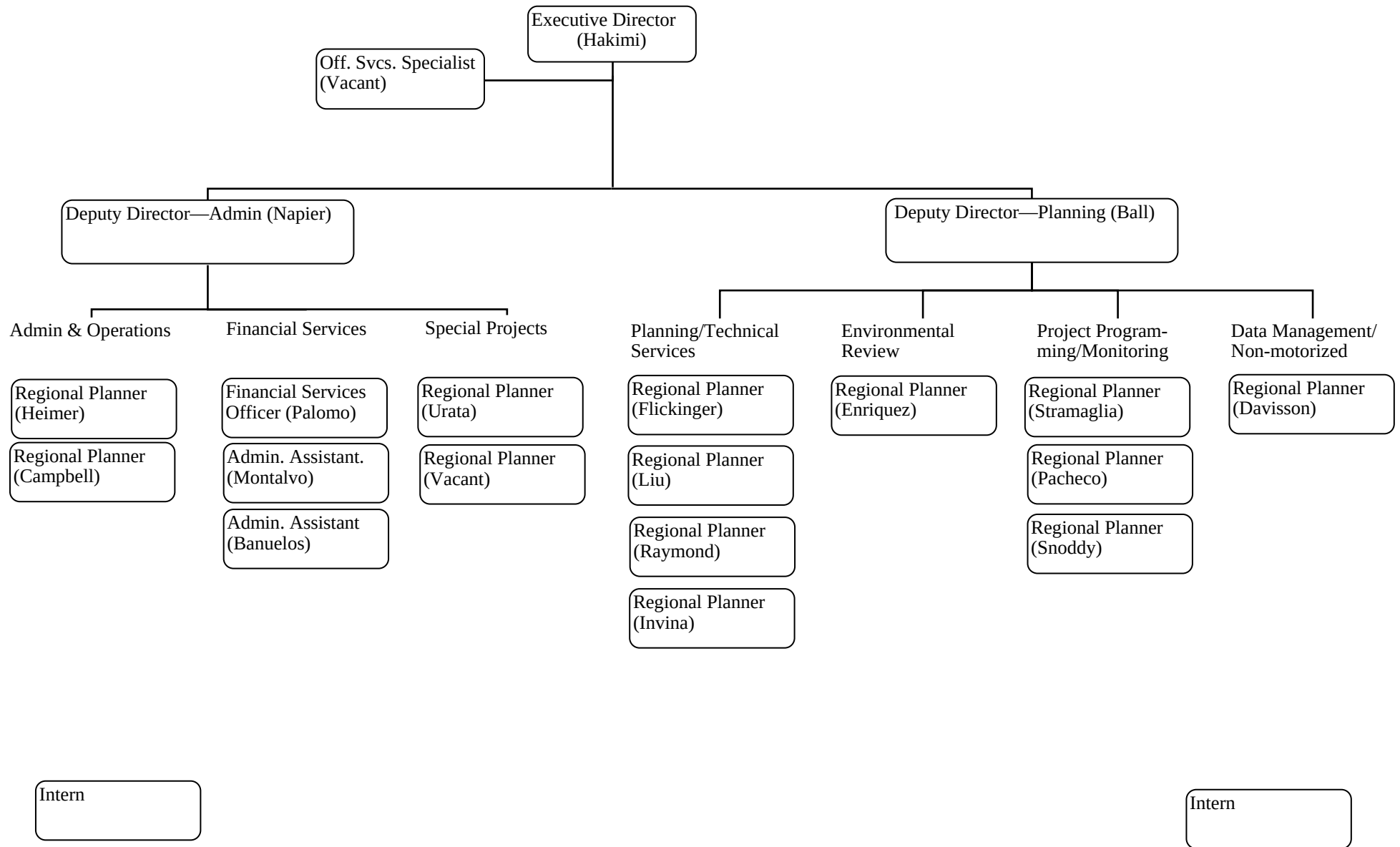
Kern Council of Governments

STAFF

<u>Name</u>	<u>Position</u>
Ahron Hakimi	Executive Director
Rebecca Napier	Deputy Director - Administration
Robert R. Ball	Deputy Director - Planning
Joe Stramaglia	Regional Planner
Ed Flickinger	Regional Planner
Robert Snoddy	Regional Planner
Michael Heimer	Regional Planner
Raquel Pacheco	Regional Planner
Linda Urata	Regional Planner
Vincent Liu	Regional Planner
Susanne Campbell	Regional Planner
Fasika Montalvo	Administrative Assistant
Gregory J. Palomo	Financial Services Officer
Benjamin Raymond	Regional Planner
Angelica Banuelos	Administrative Assistant
Rochelle Invina	Regional Planner
Karl Davisson	Regional Planner
Irene Enriquez	Regional Planner

Kern Council of Governments Organization Chart

Fiscal Year 2023-24



POSITION CLASSIFICATIONS & SALARY SCHEDULE

Kern Council of Governments
POSITION CLASSIFICATION & SALARY SCHEDULE

Position/Class

Executive Director/ \$116,844 to \$212,012

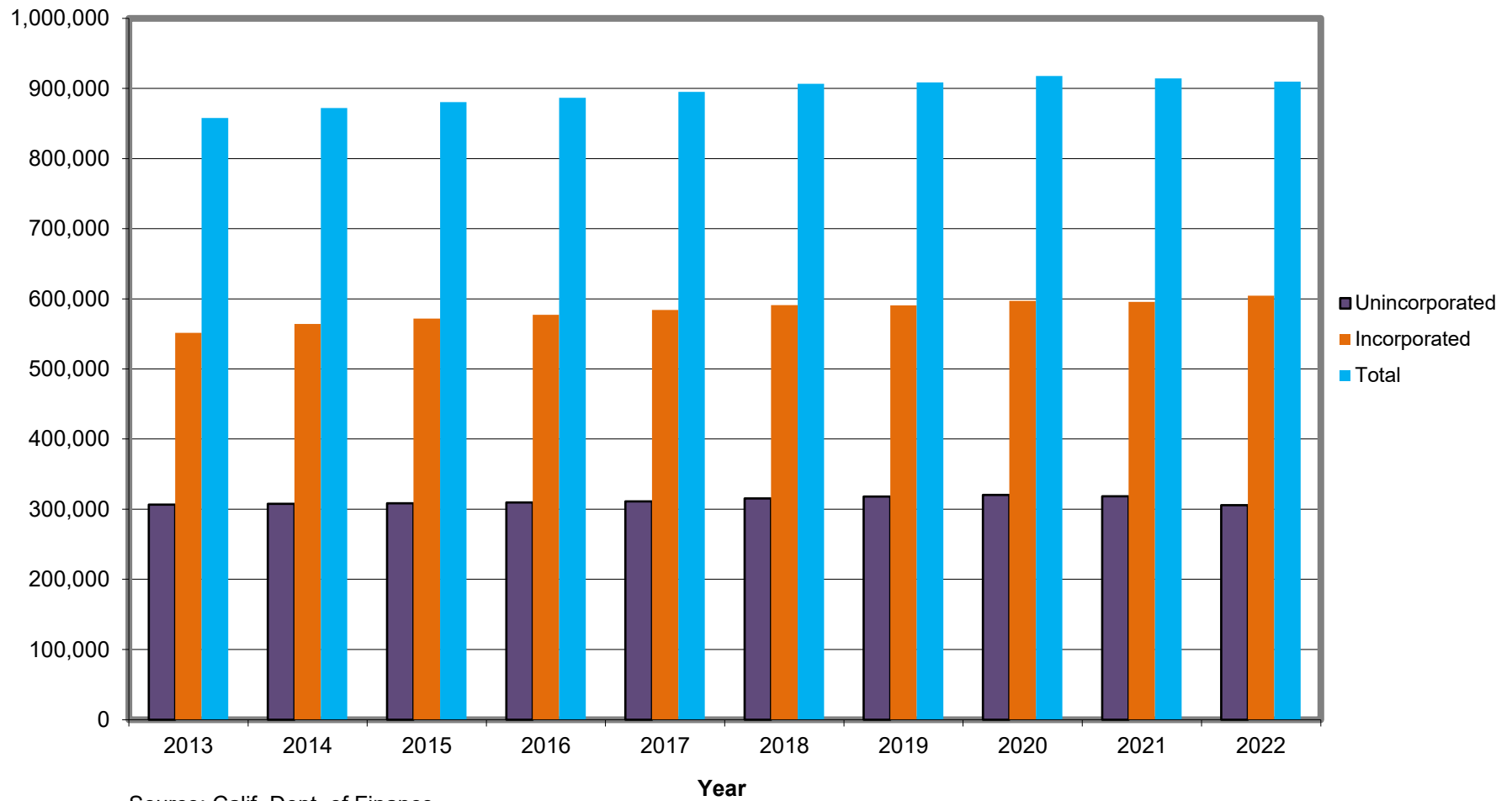
(EFFECTIVE July 1, 2022)

Revised 5/20/2022 fpm

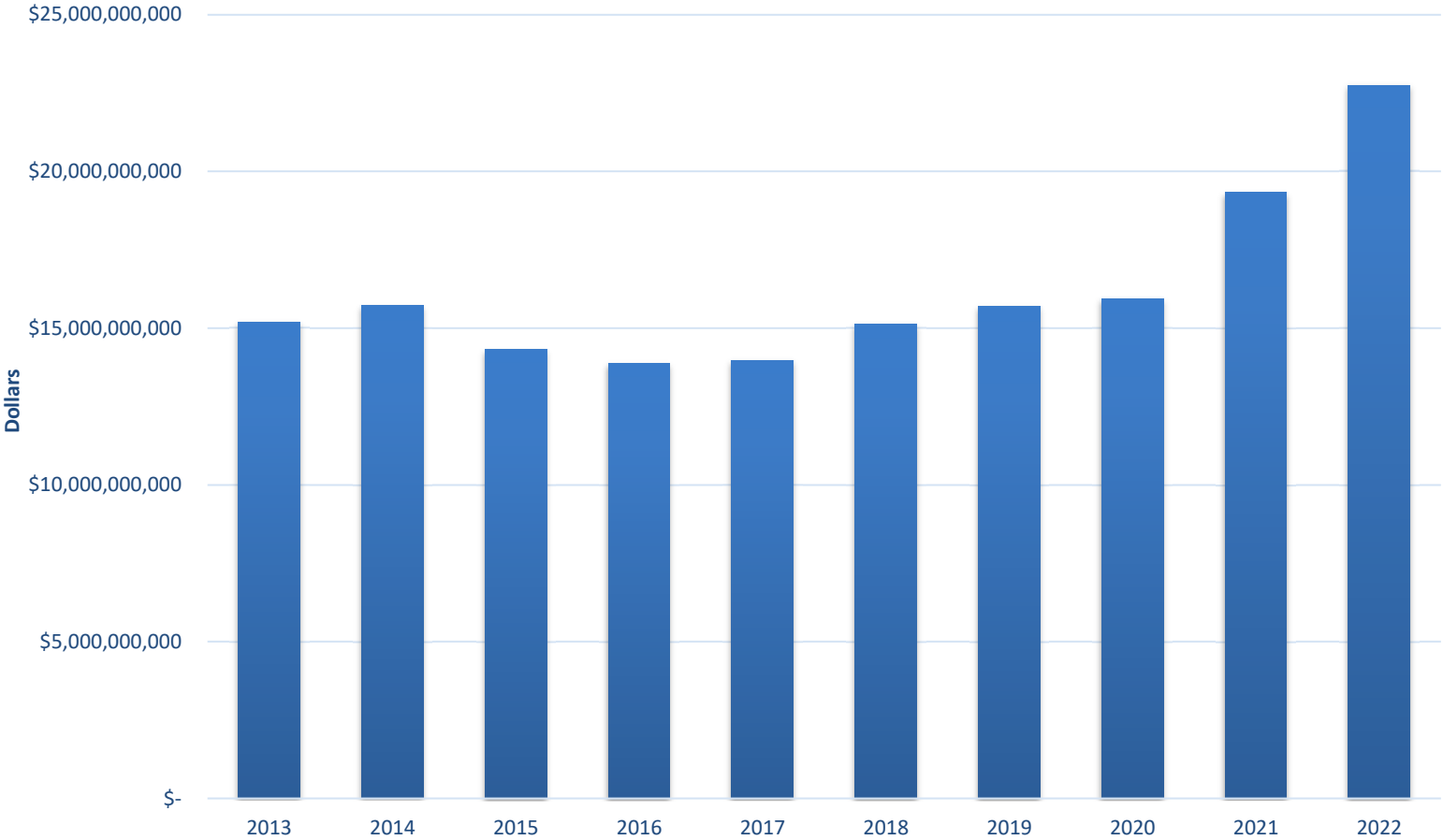
Position/Class	Deputy Director		Deputy Director		Fin Services Officer	Regional Planner	Admin Assistant	Executive Secretary	Office Services		75-hour Pay Period	
	Administration	Planning	Planning	Planning					Specialist	Specialist	Office Services	Student Intern
1	\$ 4,083.65	\$ 4,083.65	\$ 4,083.65	\$ 4,083.65	\$ 3,535.53	\$ 2,300.32	\$ 2,229.86	\$ 1,795.97	\$ 1,352.34	\$ 1,267.81	\$ 967.33	
2	\$ 4,185.74	\$ 4,185.74	\$ 4,185.74	\$ 4,185.74	\$ 3,623.92	\$ 2,357.83	\$ 2,285.61	\$ 1,840.87	\$ 1,386.15	\$ 1,299.51	\$ 991.52	
3	\$ 4,290.38	\$ 4,290.38	\$ 4,290.38	\$ 4,290.38	\$ 3,714.51	\$ 2,416.77	\$ 2,342.75	\$ 1,886.89	\$ 1,420.80	\$ 1,331.99	\$ 1,016.30	
4	\$ 4,397.64	\$ 4,397.64	\$ 4,397.64	\$ 4,397.64	\$ 3,807.38	\$ 2,477.19	\$ 2,401.32	\$ 1,934.07	\$ 1,456.32	\$ 1,365.29	\$ 1,041.71	
5	\$ 4,507.58	\$ 4,507.58	\$ 4,507.58	\$ 4,507.58	\$ 3,902.56	\$ 2,539.12	\$ 2,461.35	\$ 1,982.42	\$ 1,492.73	\$ 1,399.43	\$ 1,067.76	
6	\$ 4,620.27	\$ 4,620.27	\$ 4,620.27	\$ 4,620.27	\$ 4,000.13	\$ 2,602.60	\$ 2,522.89	\$ 2,031.98	\$ 1,530.05	\$ 1,434.41	\$ 1,094.45	
7	\$ 4,735.78	\$ 4,735.78	\$ 4,735.78	\$ 4,735.78	\$ 4,100.13	\$ 2,667.66	\$ 2,585.96	\$ 2,082.78	\$ 1,568.30	\$ 1,470.27	\$ 1,121.81	
8	\$ 4,854.18	\$ 4,854.18	\$ 4,854.18	\$ 4,854.18	\$ 4,202.63	\$ 2,734.36	\$ 2,650.61	\$ 2,134.85	\$ 1,607.50	\$ 1,507.03	\$ 1,149.86	
9	\$ 4,975.53	\$ 4,975.53	\$ 4,975.53	\$ 4,975.53	\$ 4,307.70	\$ 2,802.72	\$ 2,716.87	\$ 2,188.22	\$ 1,647.69	\$ 1,544.71	\$ 1,178.60	
10	\$ 5,099.92	\$ 5,099.92	\$ 5,099.92	\$ 5,099.92	\$ 4,415.39	\$ 2,872.78	\$ 2,784.79	\$ 2,242.92	\$ 1,688.88	\$ 1,583.32	\$ 1,208.07	
11	\$ 5,227.42	\$ 5,227.42	\$ 5,227.42	\$ 5,227.42	\$ 4,525.78	\$ 2,944.60	\$ 2,854.41	\$ 2,299.00	\$ 1,731.11	\$ 1,622.91	\$ 1,238.27	
12	\$ 5,358.10	\$ 5,358.10	\$ 5,358.10	\$ 5,358.10	\$ 4,638.92	\$ 3,018.22	\$ 2,925.77	\$ 2,356.47	\$ 1,774.38	\$ 1,663.48	\$ 1,269.23	
13						\$ 3,093.67	\$ 2,998.92					
14						\$ 3,171.02	\$ 3,073.89					
15						\$ 3,250.29	\$ 3,150.74					
16						\$ 3,331.55	\$ 3,229.51					
17						\$ 3,414.84	\$ 3,310.25					
18						\$ 3,500.21	\$ 3,393.00					
19						\$ 3,587.71	\$ 3,477.83					
20						\$ 3,677.41	\$ 3,564.77					
21						\$ 3,769.34	\$ 3,653.89					
22						\$ 3,863.57	\$ 3,745.24					
23						\$ 3,960.16	\$ 3,838.87					
24						\$ 4,059.17	\$ 3,934.84					
25						\$ 4,160.65	\$ 4,033.21					
26						\$ 4,264.66	\$ 4,134.04					
27						\$ 4,371.28	\$ 4,237.39					

STATISTICS

Kern Council of Governments Population



**Kern Council of Governments
Annual Taxable Sales - Kern County**



Source: CA Department of Tax and Fee Administration

Year

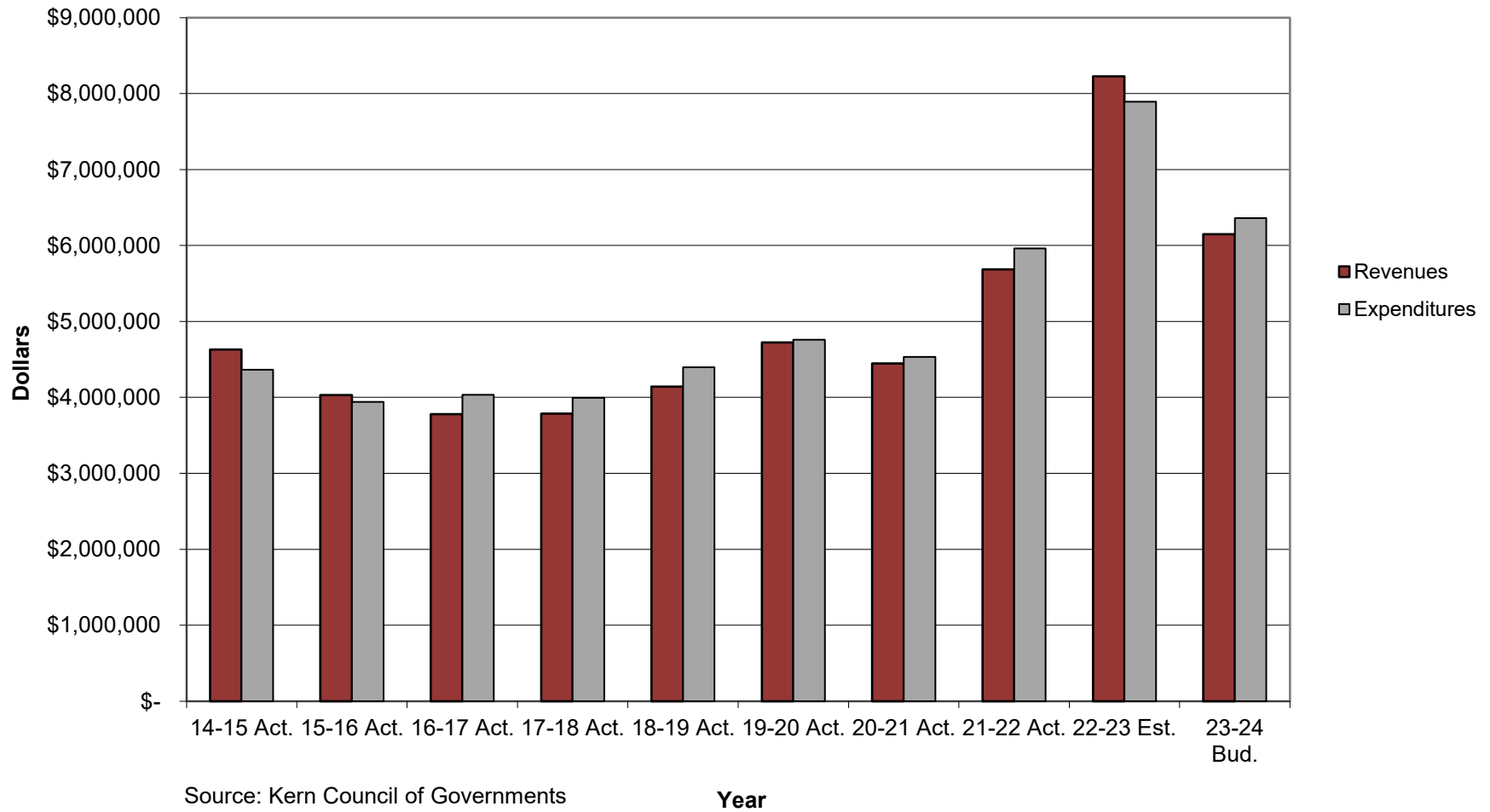
OVERALL WORK PROGRAM SUMMARY

Funding Source	Caltrans Calif Aid to Airports 90/10 (1)	FTA SEC 5304 Rural 89/11 (4)	FTA SEC 5303 MPO (5)	FTA SEC 5303 MPO Caryover (5)	FHWA PL 89/11 (7)	FHWA PL Caryover (7)	FHWA RSTP (9)	FHWA CMAQ 89/11 (10)	FHWA SPR (10a)	Caltrans ATP (11a)	STIP PPM (11b)	SB-1 23-24 (11d)	SB-1 22-23 (11e)	SHA (12)	HCD (12a)	HSIP (12b)	CARB (12c)	CEC (12d)	Toll Credits* (13)	Regional Planning Match (14)	Regional Planning Non-match (15)	Regional Planning Total (16)	Local Contracts (17)	TOTAL (18)	Personnel Estimate (19)	Contractor Cost Estimate (20)	Services & Supplies Estimate (21)	Capital Equipment (22)	TOTAL BUDGET (23)		
Air Quality Modeling/Transportation Management	101.1		\$ 31,592	\$ 31,593															\$ 7,247	\$ -	\$ -	\$ -	\$ 63,185	\$ 63,185	\$ -	\$ -	\$ -	\$ -	\$ 63,185		
Environmental Review and Monitoring Program	102.1		\$ 9,822	\$ 9,822															\$ 19,644	\$ 19,644	\$ -	\$ -	\$ 39,288	\$ 39,288	\$ -	\$ -	\$ -	\$ -	\$ 39,288		
Community and Environmental Inventory Mapping System	201.1		\$ 220,985	\$ 215,048															\$ 50,013	\$ -	\$ -	\$ -	\$ 436,033	\$ 399,983	\$ -	\$ 14,550	\$ -	\$ 21,500	\$ 436,033		
Mapping Services and Technical Support	201.2																		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
2023-2024 Sustainable Communities Public Participation	203.1A										\$ 42,775								\$ -	\$ 5,542	\$ -	\$ 5,542	\$ 48,317	\$ 48,317	\$ -	\$ -	\$ -	\$ -	\$ 48,317		
2023-2024 Sustainable Communities Performance Measures	203.2A										\$ 181,919								\$ -	\$ 23,570	\$ -	\$ 23,570	\$ 205,489	\$ 110,784	\$ 94,705	\$ -	\$ -	\$ -	\$ 205,489		
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A										\$ 124,375								\$ -	\$ 16,114	\$ -	\$ 16,114	\$ 140,489	\$ 140,489	\$ -	\$ -	\$ -	\$ -	\$ 140,489		
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4A										\$ 25,830								\$ -	\$ 3,347	\$ 216,231	\$ 219,578	\$ 245,408	\$ 245,408	\$ -	\$ -	\$ -	\$ -	\$ 245,408		
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5														\$ 7,872				\$ -	\$ -	\$ -	\$ -	\$ 7,872	\$ 7,872	\$ -	\$ -	\$ -	\$ -	\$ 7,872		
SLV Household Travel Survey	203.6														\$ 18,348				\$ -	\$ -	\$ -	\$ -	\$ 18,348	\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ 18,348		
Regional Transportation Plan/Congestion Management Process	601.1		\$ 45,073	\$ 45,073															\$ 10,340	\$ -	\$ -	\$ -	\$ 90,146	\$ 90,146	\$ -	\$ -	\$ -	\$ -	\$ 90,146		
RTIP/CIP Financial Element	601.2				\$ 46,302														\$ 5,311	\$ -	\$ -	\$ -	\$ 46,302	\$ 46,302	\$ -	\$ -	\$ -	\$ -	\$ 46,302		
Regional Transportation Community Survey & Outreach	601.3				\$ 32,080					\$ 75,000									\$ 3,680	\$ -	\$ -	\$ -	\$ 107,080	\$ 26,080	\$ 81,000	\$ -	\$ -	\$ -	\$ 107,080		
Federal Performance Measures Data and Analysis	601.4				\$ 52,892														\$ 6,067	\$ -	\$ -	\$ -	\$ 52,892	\$ 52,892	\$ -	\$ -	\$ -	\$ -	\$ 52,892		
Transportation Improvement Program	602.1				\$ 244,514														\$ 28,046	\$ -	\$ 71,082	\$ 71,082	\$ 315,596	\$ 307,046	\$ -	\$ 8,550	\$ -	\$ -	\$ 315,596		
Project Planning & Development Assistance for Federal-Aid Projects	602.2				\$ 210,514														\$ 24,146	\$ -	\$ -	\$ -	\$ 210,514	\$ 205,214	\$ -	\$ 5,300	\$ -	\$ -	\$ 210,514		
Transportation Systems Monitoring and Coordination	603.1				\$ 20,067														\$ 2,302	\$ -	\$ -	\$ -	\$ 20,067	\$ 12,867	\$ -	\$ 7,200	\$ -	\$ -	\$ 20,067		
Traffic Count Program	603.2					\$ 79,677													\$ -	\$ 10,323	\$ 12,594	\$ 22,917	\$ 102,594	\$ 7,888	\$ 94,706	\$ -	\$ -	\$ -	\$ 102,594		
Mobility Innovations and Incentives	603.3				\$ 58,414														\$ 6,700	\$ -	\$ -	\$ -	\$ 58,414	\$ 18,549	\$ 35,000	\$ 4,865	\$ -	\$ -	\$ 58,414		
Kern Electric Vehicle (EV) Blueprint	603.4																	\$ 1,137,744	\$ -	\$ -	\$ -	\$ -	\$ 1,137,744	\$ 101,179	\$ 1,035,610	\$ 955	\$ -	\$ -	\$ 1,137,744		
MD&HD Zero-Emission Vehicle Infrastructure	603.5																		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Regional Travel Demand Model Maintenance	604.1				\$ 300,048														\$ 34,416	\$ -	\$ -	\$ -	\$ 300,048	\$ 242,048	\$ 55,000	\$ 3,000	\$ -	\$ -	\$ 300,048		
Regional Growth Forecast Model Data & Analysis	604.2				\$ 125,835														\$ 14,433	\$ -	\$ -	\$ -	\$ 125,835	\$ 70,835	\$ 55,000	\$ -	\$ -	\$ -	\$ 125,835		
Regional Travel Demand Model Analysis	604.3				\$ 19,529														\$ 2,240	\$ -	\$ -	\$ -	\$ 19,529	\$ 19,529	\$ -	\$ -	\$ -	\$ -	\$ 19,529		
Corridor/Major Investment/Impact Studies	605.1				\$ 9,094														\$ 1,043	\$ -	\$ -	\$ -	\$ 9,094	\$ 9,094	\$ -	\$ -	\$ -	\$ -	\$ 9,094		
Transit, Aviation and Passenger Rail Planning	606.1		\$ 105,011	\$ -	\$ 105,011														\$ 24,090	\$ -	\$ -	\$ -	\$ 210,022	\$ 198,022	\$ -	\$ 12,000	\$ -	\$ -	\$ 210,022		
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 300,000																	\$ -	\$ 47,969	\$ 47,969	\$ -	\$ 347,969	\$ 9,108	\$ 338,861	\$ -	\$ -	\$ -	\$ 347,969		
Kern County Rural Transportation Consolidation Study/Strategy	606.6																		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Active Transportation and Complete Streets Program	608.1				\$ 52,042												\$ 17,924		\$ 5,969	\$ -	\$ -	\$ -	\$ 69,966	\$ 69,810	\$ -	\$ 156	\$ -	\$ -	\$ 69,966		
ATP C5 Safe Routes for Cyclists	608.2									\$ 358,353									\$ -	\$ 15,399	\$ -	\$ 15,399	\$ 373,752	\$ 75,831	\$ 298,052	\$ 1,869	\$ -	\$ -	\$ 373,752		
Kern Active Transportation Plan (ATPlan) Update	608.3																		\$ -	\$ 9,390	\$ 9,390	\$ 9,390	\$ 9,390	\$ 9,390	\$ -	\$ -	\$ -	\$ -	\$ 9,390		
Transportation Demand Management	609.1																		\$ 271,306	\$ 162,177	\$ 31,119	\$ -	\$ 50,000	\$ 29,129	\$ -	\$ -	\$ -	\$ -	\$ 271,306		
Freight Planning	610.1				\$ 39,820														\$ 4,567	\$ -	\$ -	\$ -	\$ 39,820	\$ 39,820	\$ -	\$ -	\$ -	\$ -	\$ 39,820		
Phase II KARGO Sustainability Study	610.2																		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
I-5 Freight ZERO Pilot Study	610.3																		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Grant Writing	801.1																		\$ -	\$ -	\$ 60,091	\$ 60,091	\$ 60,091	\$ 52,829	\$ -	\$ 7,262	\$ -	\$ -	\$ 60,091		
Regional Technical Assistance	902.1				\$ 8,148														\$ 935	\$ -	\$ -	\$ -	\$ 233,148	\$ 8,148	\$ 225,000	\$ -	\$ -	\$ -	\$ 233,148		
Information and Data Management	903.1				\$ 110,916														\$ 12,722	\$ -	\$ -	\$ -	\$ 110,916	\$ 110,916	\$ -	\$ -	\$ -	\$ -	\$ 110,916		
Interregional Transportation Coordination	904.1				\$ 52,642														\$ 6,038	\$ -	\$ -	\$ -	\$ 52,642	\$ 52,642	\$ -	\$ -	\$ -	\$ -	\$ 52,642		
Local Clearinghouse Review Program	904.2																		\$ -	\$ -	\$ 4,723	\$ 4,723	\$ 4,723	\$ 4,723	\$ -	\$ -	\$ -	\$ -	\$ 4,723		
Local Reimbursement	1001.1																		\$ -	\$ -	\$ 46,636	\$ 46,636	\$ 46,636	\$ 32,136	\$ 13,500	\$ 1,000	\$ -	\$ -	\$ 46,636		
Legislative Program	1001.2																		\$ -	\$ -	\$ 16,957	\$ 16,957	\$ 16,957	\$ 16,957	\$ -	\$ -	\$ -	\$ -	\$ 16,957		
Transportation Development Act (TDA) Program	1001.3																		\$ -	\$ -	\$ 268,825	\$ 268,825	\$ 268,825	\$ 63,825	\$ 205,000	\$ -	\$ -	\$ -	\$ 268,825		
Information Services and Tribal Consultation	1001.4				\$ 99,606														\$ 11,425	\$ -	\$ -	\$ -	\$ 99,606	\$ 89,606	\$ 10,000	\$ -	\$ -	\$ -	\$ 99,606		
Overall Work Program (OWP) Development and Monitoring	1001.5																		\$ -	\$ -	\$ 87,683	\$ 87,683	\$ 87,683	\$ 87,683	\$ -	\$ -	\$ -	\$ -	\$ 87,683		
KMAA System Administration and Operations	2001.1																		\$ -	\$ -	\$ -	\$ -	\$ 19,022	\$ 19,022	\$ -	\$ -	\$ -	\$ -	\$ 19,022		
S11 System Administration and Operations	2002.1																		\$ -	\$ -	\$ -	\$ -	\$ 19,022	\$ 19,022	\$ -	\$ -	\$ -	\$ -	\$ 19,022		
SUBTOTAL		\$0	\$ 300,000	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ 358,353	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ 263,981	\$ 105,412	\$ 860,529	\$ 965,941	\$ 38,044	\$ 6,122,134	\$ 3,415,365	\$ 2,589,434	\$ 95,836	\$ 21,500	\$ 6,122,135	
CARRYOVER FUNDS		\$0	\$ 300,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 358,353	\$ -	\$ -	\$ -	\$ 7,872	\$ -	\$ -	\$ 17,924	\$ 1,137,744	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,821,893	\$ -	\$ -	\$ -	\$ -	\$ 1,821,893	
FY 2023-24 ESTIMATED FUNDS		\$0	\$ -	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ -	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 965,941	\$ 38,044	\$ 4,300,241	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,300,241	
SUBTOTAL		\$0	\$ 300,000	\$ 412,483	\$ -	\$ 1,889,010	\$ -	\$ 79,677	\$ 240,187	\$ -	\$ 358,353	\$ 300,000	\$ 374,899	\$ -	\$ -	\$ 7,872	\$ -	\$ 17,924	\$ 1,137,744	\$ -	\$ -	\$ 965,941	\$ 38,044	\$ 6,122,134	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,122,135	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
																									\$ (0)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

*Toll credits provided by the State of California are being utilized as a match for federal FHWA PL and FTA 5303 funds. The FHWA PL and FTA 5303 amounts shown in the Budget Revenue Summary Sheet represent 100% of the total federal participation cost, therefore toll credits are not included in the total revenue amount.

FINANCIAL PLAN SUMMARY

Kern Council of Governments Total Revenues & Expenditures



Kern Council of Governments

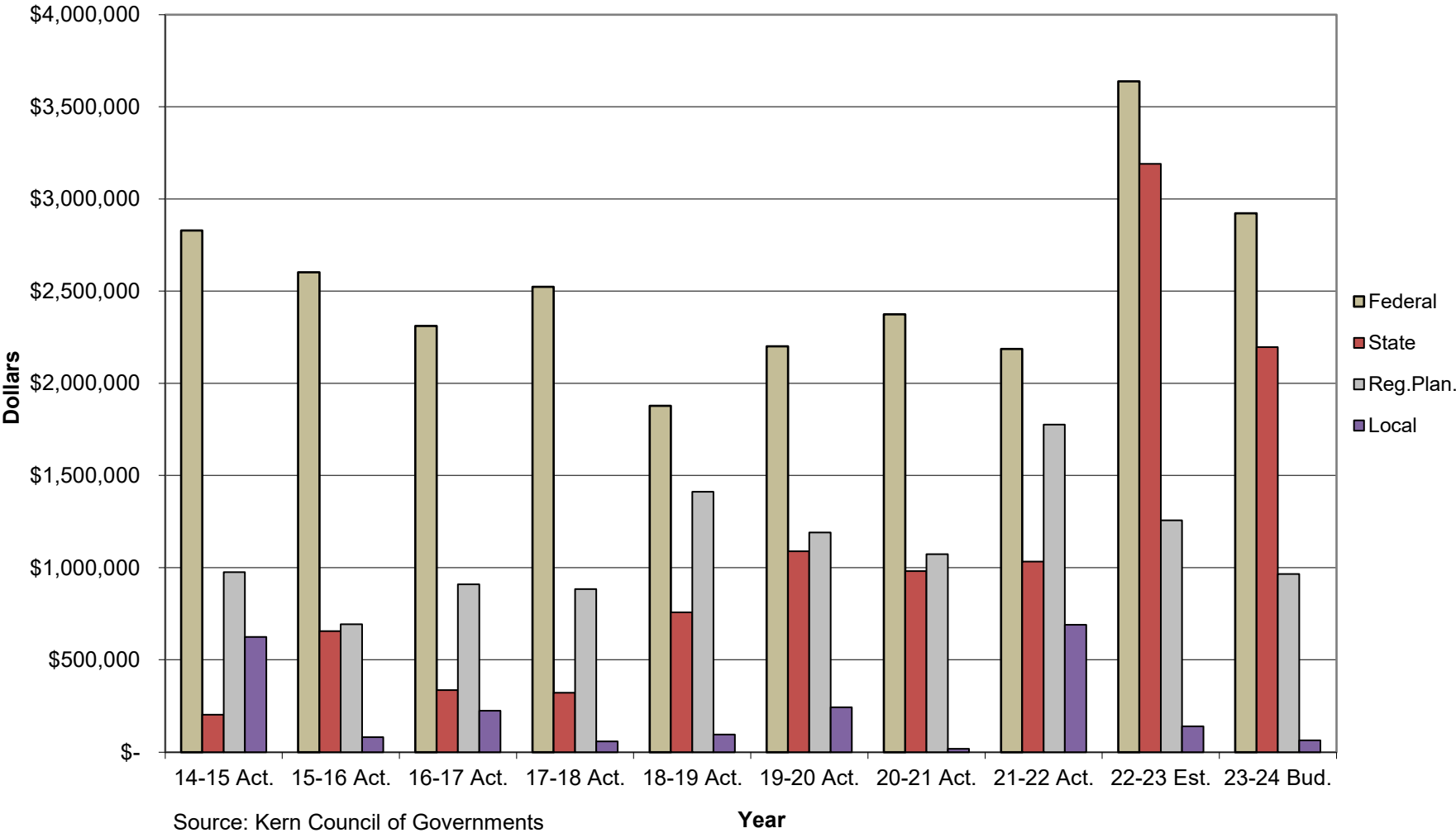
FINANCIAL PLAN SUMMARY
FY 2023-2024

Revised: April 19, 2023

Account No./Title	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Estimated	2023-24 Proposed
REVENUE					
4140-Federal Grants	\$ 2,200,246	\$ 2,373,647	\$ 2,186,474	\$ 3,638,407	\$ 2,921,357
3955-State Grants	\$ 1,088,392	\$ 830,208	\$ 1,032,690	\$ 3,190,883	\$ 2,196,792
4220-Regional Planning/Admin.	\$ 1,191,315	\$ 1,058,869	\$ 1,775,978	\$ 1,256,427	\$ 965,941
4220-Local Contracts	\$ 216,341	\$ 164,010	\$ 666,404	\$ 114,166	\$ 38,044
5370-Miscellaneous	\$ 26,630	\$ 19,277	\$ 23,539	\$ 25,000	\$ 25,000
TOTAL REVENUE	\$ 4,722,924	\$ 4,446,011	\$ 5,685,085	\$ 8,224,883	\$ 6,147,134
EXPENDITURES					
Personnel:					
6110-Regular Salaries & Wages	\$ 1,858,911	\$ 1,732,143	\$ 1,799,185	\$ 2,129,327	\$ 2,146,973
6200-Extra-Help Wages	\$ 18,899	\$ 12,874	\$ 10,800	\$ 42,979	\$ 50,414
6410/6600-Fringe Benefits	\$ 1,360,203	\$ 1,388,152	\$ 1,311,843	\$ 1,272,372	\$ 1,085,855
SUBTOTAL-PERSONNEL	\$ 3,238,013	\$ 3,133,169	\$ 3,121,828	\$ 3,444,677	\$ 3,283,242
SUBTOTAL-7500 - PROFESSIONAL	\$ 1,007,747	\$ 1,080,066	\$ 2,012,509	\$ 3,740,460	\$ 2,609,434
SERVICES & SUPPLIES					
6841-Communications	\$ 25,971	\$ 16,951	\$ 16,987	\$ 15,120	\$ 15,120
6900-Insurance	\$ 17,076	\$ 23,625	\$ 27,552	\$ 18,000	\$ 30,000
6970-Maintenance-Equipment	\$ 32,100	\$ 14,504	\$ 19,361	\$ 25,000	\$ 9,000
7001-Maintenance-Structures	\$ -	\$ -	\$ -	\$ 2,000	\$ 2,000
7400-Memberships	\$ 21,539	\$ 18,259	\$ 17,835	\$ 39,075	\$ 20,575
7450-Office Supplies	\$ 30,006	\$ 8,633	\$ 20,735	\$ 126,929	\$ 15,406
7525-Data Processing	\$ 49,668	\$ 52,641	\$ 63,815	\$ 75,210	\$ 48,420
7600-Public/Legal Notices	\$ 36,748	\$ 19,706	\$ 35,663	\$ 45,700	\$ 35,300
7630-Leases-Equipment	\$ -	\$ -	\$ -	\$ -	\$ -
7650-Leases-Structures	\$ 146,594	\$ 147,951	\$ 154,107	\$ 150,000	\$ 160,000
7700-Special Dept. Expense	\$ -	\$ -	\$ -	\$ 16,000	\$ 3,500
7730-Training & Development	\$ 425	\$ 6,145	\$ 75	\$ 2,000	\$ 2,554
7740-Travel Expenses	\$ 51,920	\$ 7,608	\$ 33,740	\$ 87,073	\$ 58,271
7750-Personal Vehicle Mileage	\$ 8,302	\$ 2,099	\$ 4,010	\$ 24,204	\$ 10,060
7970-Kern County Indirect Costs	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,000
7990-Depreciation Expense	\$ -	\$ -	\$ -	\$ 21,000	\$ 21,000
7995-Bad Debt Expense	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL-SERVICES & SUPPLIES	\$ 420,349	\$ 318,122	\$ 393,880	\$ 650,311	\$ 434,206
SUBTOTAL-8601-CAPITAL OUTLAY	\$ 91,948	\$ -	\$ 435,051	\$ 56,000	\$ 34,000
TOTAL EXPENDITURES	\$ 4,758,057	\$ 4,531,357	\$ 5,963,268	\$ 7,891,448	\$ 6,360,882
Depreciation Adjustment					
OPERATING SURPLUS/(DEFICIT)	\$ (35,133)	\$ (85,346)	\$ (278,183)	\$ 333,435	\$ (213,748)

REVENUE DETAIL

Kern Council of Governments Revenue History



Kern Council of Governments

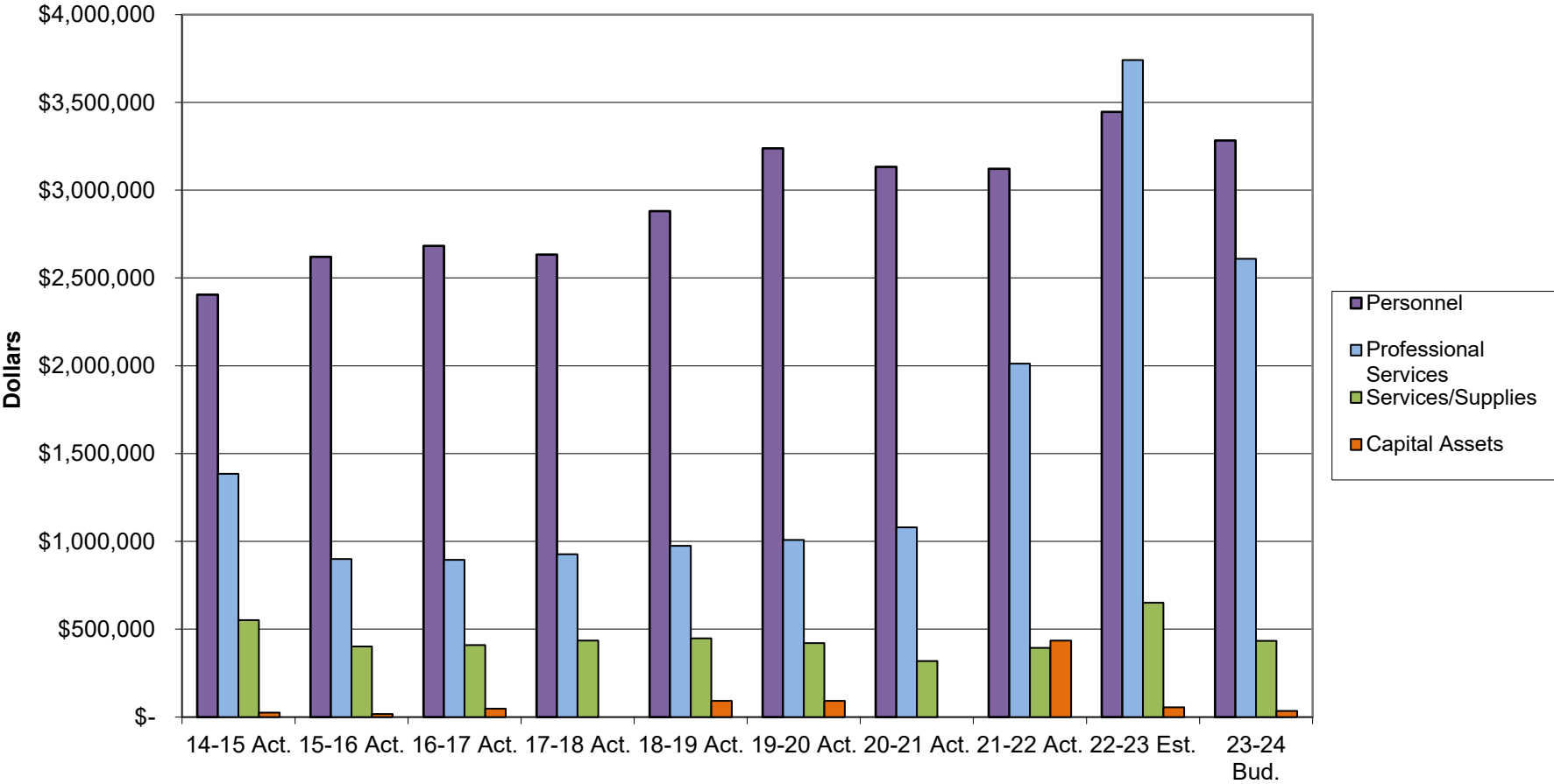
REVENUE BUDGET WORKSHEET FY 2023-2024

Revised: April 19, 2023

Account/Source	2019-20 Actual	2020-21 Actual	2021-22 Estimated	2022-23 Estimated	2023-24 Proposed
FEDERAL					
U.S. Dept. of Transportation (Region IX):					
Federal Transit Admin.(Sec.5303 Urban--89/11)	\$ 292,640	\$ 358,620	\$ 431,751	\$ 433,272	\$ 412,483
Federal Transit Admin.(Sec.5304 Rural)	\$ -	\$ -	\$ -	\$ 300,000	\$ 300,000
Federal Highway Admin. (PL)	\$ 1,633,213	\$ 1,710,361	\$ 1,603,546	\$ 2,413,051	\$ 1,889,010
Federal Highway Admin. (SP&R)	\$ -	\$ 11,989	\$ 244,011	\$ 190,259	\$ -
Federal Highway Admin. (Safe Routes To School)	\$ -	\$ -	\$ -	\$ -	\$ -
Federal Highway Admin. (FAP/CMAQ)	\$ 192,588	\$ 203,400	\$ 210,371	\$ 222,148	\$ 240,187
Federal Highway Admin. (RSTP)	\$ 81,805	\$ 89,275	\$ 79,677	\$ 79,677	\$ 79,677
USGS	\$ -	\$ -	\$ -	\$ -	\$ -
Write-off of Uncollectible Accounts	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL--FEDERAL	\$ 2,200,246	\$ 2,373,645	\$ 2,569,356	\$ 3,638,407	\$ 2,921,357
STATE					
California Dept. of Transportation:					
Caltrans ATP	\$ -	\$ 232,446	\$ 99,998	\$ 601,356	\$ 358,353
Caltrans/SB1	\$ 834,303	\$ 376,718	\$ 385,087	\$ 398,557	\$ 374,899
STIP/PPM	\$ 254,089	\$ 157,491	\$ 300,000	\$ 300,000	\$ 300,000
State Highway Account	\$ -	\$ 1,955	\$ 4,572	\$ -	\$ -
Housing and Community Development	\$ -	\$ 60,305	\$ 922,655	\$ 538,117	\$ 7,872
Highway Safety Improvement Program	\$ -	\$ 112,274	\$ 428,000	\$ -	\$ -
California Air Resources Board	\$ -	\$ 40,229	\$ 46,924	\$ 37,924	\$ 17,924
California Energy Commission	\$ -	\$ -	\$ 756,552	\$ 1,314,929	\$ 1,137,744
SUBTOTAL--STATE	\$ 1,088,392	\$ 981,418	\$ 2,943,788	\$ 3,190,883	\$ 2,196,792
LOCAL					
Claims:					
Transportation Development Act (Planning & Admin.)	\$ 1,191,315	\$ 1,010,904	\$ 1,779,150	\$ 1,256,427	\$ 965,941
Kern Motorist Aid Authority	\$ 33,507	\$ 46,129	\$ 59,734	\$ 84,740	\$ 38,044
Miscellaneous Contracts	\$ 182,834	\$ 16,659	\$ 61,916	\$ 29,426	\$ -
SJCOG/SGC Grant	\$ -	\$ -	\$ -	\$ -	\$ -
CA Utilities (Kern Energy Watch)	\$ -	\$ -	\$ -	\$ -	\$ -
Southern California Edison - REAP	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL--LOCAL	\$ 1,407,656	\$ 1,073,692	\$ 1,900,800	\$ 1,370,593	\$ 1,003,985
OTHER					
Sales--Fees and Charges	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
Interest	\$ 26,630	\$ -	\$ 10,000	\$ 10,000	\$ 10,000
Rideshare Donations	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ 17,256	\$ 5,000	\$ 5,000	\$ 5,000
SUBTOTAL--OTHER	\$ 26,630	\$ 17,256	\$ 25,000	\$ 25,000	\$ 25,000
TOTAL--REVENUES	\$ 4,722,924	\$ 4,446,011	\$ 7,438,944	\$ 8,224,883	\$ 6,147,134

EXPENDITURE DETAIL

Kern Council of Governments Expenditure History



Source: Kern Council of Governments

Year

Kern Council of Governments

EXPENDITURE BUDGET WORKSHEET--PERSONNEL
FY 2023-24

(Revision Date: April 20, 2023)

Account Title	Account Number	Planning Division	Administrative Division	FY 2023-24 BUDGET TOTAL	2022-23 Estimated	FY 2021-22 Actual	FY 2020-21 Actual
Salaries and Wages--Regular	6110	\$ 1,470,839	\$ 676,134	\$ 2,146,973	\$ 2,129,327	\$ 1,799,185	\$ 1,732,143
Salaries and Wages--Extra Help	6200	\$ 37,414	\$ 13,000	\$ 50,414	\$ 42,979	\$ 10,800	\$ 12,874
Social Security	6410	\$ 114,705	\$ 45,606	\$ 160,311	\$ 158,750	\$ 139,678	\$ 138,256
Retirement	6430	\$ 391,801	\$ 157,115	\$ 548,916	\$ 790,320	\$ 786,649	\$ 868,100
Health Insurance	6510	\$ 223,064	\$ 72,122	\$ 295,186	\$ 242,237	\$ 354,193	\$ 352,815
Vision Insurance	6510	\$ 4,715	\$ 1,830	\$ 6,545	\$ 5,749	See Health	See Health
Disability Insurance	6590	\$ 10,390	\$ 3,974	\$ 14,364	\$ 15,757	\$ 12,825	\$ 12,793
Life Insurance	6540	\$ 5,707	\$ 2,238	\$ 7,945	\$ 7,249	\$ 7,194	\$ 7,254
Dental Insurance	6510	\$ 15,250	\$ 6,215	\$ 21,465	\$ 20,167	See Health	See Health
Unemployment Insurance	6570	\$ 15,781	\$ 7,099	\$ 22,880	\$ 22,628	\$ -	\$ -
Workers Compensation Insuranc	6600	\$ 6,094	\$ 2,149	\$ 8,243	\$ 9,515	\$ 11,304	\$ 8,933
BUDGET TOTAL		\$2,295,760	\$ 987,482	\$ 3,283,242	\$ 3,444,678	\$ 3,121,828	\$ 3,133,168

NOTE: Includes 18 full-time regular positions and 2 extra help part-time positions

Kern Council of Governments
EXPENDITURE BUDGET WORKSHEET--PROFESSIONAL SERVICES
FY 2023-2024

Account Number	Work Element/Project Description		2023-2024	Amendment	Amendment	Amendment	Amendment	2023-2024	Amount	Amount	Amount
		Description or Subcontractor	Proposed	No. 1	No. 2	No. 3	No. 4	Revised	Direct	Indirect	Nonallowable
7500	PROFESSIONAL SERVICES										
	101.1 Air Quality Planning	None	\$ -					\$ -	\$ -	\$ -	\$ -
	102.1 Environmental Review Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	201.1 Inventory Mapping	None	\$ -					\$ -	\$ -	\$ -	\$ -
	201.2 Mapping Services and Technical Support	Aerial Imagery	\$ -					\$ -	\$ -	\$ -	\$ -
	202.1 Climate Change Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	203.1A Sustainable Communities Public Participation FY 23-24	None	\$ -					\$ -	\$ -	\$ -	\$ -
	203.2A Sustainable Communities Performance Measures FY 23-24	Traffic Count consultant and website	\$ 94,705					\$ 94,705	\$ 94,705	\$ -	\$ -
	203.3A Sustainable Communities Advanced Tech Planning FY 23-24	None	\$ -					\$ -	\$ -	\$ -	\$ -
	203.4A Sustainable Communities Strategy Forecast and Travel Model Activity Program FY 23-24	None	\$ -					\$ -	\$ -	\$ -	\$ -
	203.5 Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	RHNA/REAP	\$ -					\$ -	\$ -	\$ -	\$ -
	203.6 Valley-wide Household Travel Survey	Valley-wide Household Travel Survey	\$ -					\$ -	\$ -	\$ -	\$ -
	601.1 Regional Transportation Plan/CMS	Environmental Document	\$ -					\$ -	\$ -	\$ -	\$ -
	601.2 RTP/CIP-Financial Element	None	\$ -					\$ -	\$ -	\$ -	\$ -
	601.3 RTP Outreach	Community Survey	\$ 76,000					\$ 76,000	\$ 76,000	\$ -	\$ -
		KC Fair Outreach	\$ 5,000					\$ 5,000	\$ 5,000	\$ -	\$ -
	601.4 RTP Performance Measures	None	\$ -					\$ -	\$ -	\$ -	\$ -
	602.1 Transportation Improvement Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	602.2 Local Assistance for Federal-Aid Projects	None	\$ -					\$ -	\$ -	\$ -	\$ -
	603.1 Transportation Systems Monitoring and Coordination	None	\$ -					\$ -	\$ -	\$ -	\$ -
	603.2 Traffic Count Program	Traffic, Bike, & Pedestrian Counts	\$ 79,677					\$ 79,677	\$ 79,677	\$ -	\$ -
		Website Maintenance	\$ 15,029					\$ 15,029	\$ 15,029	\$ -	\$ -
	603.3 Active Transportation Demand Management	Active Transportation	\$ 35,000					\$ 35,000	\$ 35,000	\$ -	\$ -
	603.4 Kern EV Blueprint	Charging Stations	\$ 1,035,610					\$ 1,035,610	\$ 1,035,610	\$ -	\$ -
	603.5 MD&HD Zero-Emission Vehicle Infrastructure	None	\$ -					\$ -	\$ -	\$ -	\$ -
	604.1 Regional Travel Demand Model Maintenance	Transportation Model Support	\$ 55,000					\$ 55,000	\$ 55,000	\$ -	\$ -
	604.2 Growth Forecast Model	Regional Growth Forecast 2024-2050	\$ 40,000					\$ 40,000	\$ 40,000	\$ -	\$ -
		Land Use Model Software and Support	\$ 15,000					\$ 15,000	\$ 15,000	\$ -	\$ -
	604.3 Regional Travel Demand Model	None	\$ -					\$ -	\$ -	\$ -	\$ -
	605.1 Corridor/Major Investment/Impact Fee	None	\$ -					\$ -	\$ -	\$ -	\$ -
	606.1 Transit Planning	None	\$ -					\$ -	\$ -	\$ -	\$ -
	606.2 Passenger Rail Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	606.3 Metro-Bakersfield Parking Study	None	\$ -					\$ -	\$ -	\$ -	\$ -
	606.4 East Kern/SR 14/US 395 TDP	None	\$ -					\$ -	\$ -	\$ -	\$ -
	606.5 Metropolitan Bakersfield Long-Range Transportation Plan Update	Metropolitan Bakersfield Long Range Transit Plan I	\$ 338,861					\$ 338,861	\$ 338,861	\$ -	\$ -
	606.6 Kern County Rural Transportation Consolidation Study/Strategy	None	\$ -					\$ -	\$ -	\$ -	\$ -
	607.1 Aviation Transportation Planning	None	\$ -					\$ -	\$ -	\$ -	\$ -
	608.1 Active Transportation Planning	None	\$ -					\$ -	\$ -	\$ -	\$ -
	608.2 ATP C5 Safe Routes for Cyclists	Safe Routes for Cyclists	\$ 296,052					\$ 296,052	\$ 296,052	\$ -	\$ -
	608.3 Active Transportation Connectivity Planning	None	\$ -					\$ -	\$ -	\$ -	\$ -
	609.1 Transportation Demand Management	Software, App, Host Servers, Website	\$ 50,000					\$ 50,000	\$ 50,000	\$ -	\$ -
	610.1 Freight Planning	None	\$ -					\$ -	\$ -	\$ -	\$ -
	610.2 North Metro Goods Movement Study	Phase II KARGO Sustainability Study	\$ -					\$ -	\$ -	\$ -	\$ -
	610.3 I-5 Freight ZERO Pilot Study	None	\$ -					\$ -	\$ -	\$ -	\$ -
	801.1 Grant Writing	None	\$ -					\$ -	\$ -	\$ -	\$ -
	902.1 Regional Technical Assistance	Study	\$ 225,000					\$ 225,000	\$ 225,000	\$ -	\$ -
	903.1 Information and Data Management	None	\$ -					\$ -	\$ -	\$ -	\$ -
	904.1 Interregional Transportation Coordination	SJCOG/Air Quality Contract	\$ -					\$ -	\$ -	\$ -	\$ -
		Valleywide Coordinator	\$ -					\$ -	\$ -	\$ -	\$ -
	904.2 Local Clearinghouse Review Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	1001.1 Local Reimbursements	Regional Awards Program	\$ 13,500					\$ 13,500	\$ 13,500	\$ -	\$ -
		None	\$ -					\$ -	\$ -	\$ -	\$ -
	1001.2 Legislative Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	1001.3 Transportation Development Act (TDA) Program	Financial & Compliance Audit Program	\$ 165,000					\$ 165,000	\$ 165,000	\$ -	\$ -
		Triennial Performance Audit	\$ 40,000					\$ 40,000	\$ 40,000	\$ -	\$ -
	1001.4 Information Services	Website redesign	\$ 10,000					\$ 10,000	\$ 10,000	\$ -	\$ -
		Board Meeting Broadcasts	\$ -					\$ -	\$ -	\$ -	\$ -
	1001.5 Overall Work Program (OWP) Development and Monitoring	None	\$ -					\$ -	\$ -	\$ -	\$ -
	2001.1 KMAA System Implementation and Operation	None	\$ -					\$ -	\$ -	\$ -	\$ -
	2002.1 511 Program	None	\$ -					\$ -	\$ -	\$ -	\$ -
	9999.9-Indirect Costs	Network Support	\$ 20,000					\$ 20,000	\$ -	\$ 20,000	\$ -
	TOTAL--PROFESSIONAL SERVICES		\$2,609,434	\$0	\$0	\$0	\$0	\$ 2,609,434	\$ 2,589,434	\$ 20,000	\$ -

Prior Year Comparisons				
2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Actual	Actual	Actual	Estimated	Proposed
\$ 1,007,747	\$1,080,066	\$1,636,197	\$3,740,460	\$ 2,609,434

Kern Council of Governments
SUMMARY SCHEDULE OF SERVICES AND SUPPLIES
FISCAL YEAR 2023-2024

Revision Date: April 19, 2023

Work	6841	6900	6970	7001	7400	7450	7525	7600	7630	7650	7700	7730	7740	7750	7970	7990	FY 2023-24
Element	Communic.	Insurance	Maint/Equip.	Maint/Struct.	Memberships	Office Sup.	Data Proc.	Pubs/Notices	Leases/Eq.	Leases/St	Spec.Dept.	Training	Travel	Mileage	KC Indirect	Depreciation	T O T A L
101.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
102.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
201.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 13,500	- \$ 1,050	- \$	- \$	- \$ 14,550
201.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
202.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
203.1B \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
203.2B \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
203.3B \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
203.4B \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
203.5 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
601.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
601.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
601.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
601.4 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
602.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	500 \$	- \$	6,300 \$	- \$	- \$	- \$	- \$	1,750 \$	1,400 \$	- \$	- \$ 9,950
602.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	500 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,600 \$	1,200 \$	- \$	- \$ 5,300
603.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	200 \$	- \$	- \$	- \$	- \$	- \$	- \$	6,500 \$	500 \$	- \$	- \$ 7,200
603.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
603.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	1,500 \$	- \$	- \$	- \$	- \$	- \$	- \$	2,645 \$	720 \$	- \$	- \$ 4,865
603.4 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	955 \$	- \$	- \$ 955
604.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,000 \$	- \$	- \$	- \$ 3,000
604.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
604.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
605.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
606.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,000 \$	- \$	- \$	- \$ 12,000
606.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
606.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
606.4 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
606.5 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
606.6 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
607.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
608.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	156 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$ 156
608.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,869 \$	- \$	- \$ 1,869
608.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
609.1 \$	- \$	- \$	- \$	- \$	- \$	575 \$	- \$	- \$	25,000 \$	- \$	- \$	2,500 \$	554 \$	200 \$	300 \$	- \$	- \$ 29,129
610.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
610.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
610.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
801.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,120 \$	- \$	- \$	- \$	- \$	- \$	4,076 \$	66 \$	- \$	- \$ 7,262
902.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
903.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
904.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
904.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
1001.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,000 \$	- \$	- \$	- \$ 1,000
1001.2 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
1001.3 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
1001.4 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
1001.5 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
2001.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
2002.1 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
Direct Total	\$	- \$	- \$	- \$	- \$	575 \$	2,856 \$	3,120 \$	31,300 \$	- \$	- \$	2,500 \$	554 \$	48,271 \$	8,060 \$	- \$	- \$ 97,236
7777.7-Nonallowable Costs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$
8888.8-Capital Costs	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	21,000 \$	21,000 \$
9999.9-Indirect Costs	\$ 15,120	\$ 30,000	\$ 9,000	\$ 2,000	\$ 20,000	\$ 12,550	\$ 45,300	\$ 4,000	\$ -	\$ 160,000	\$ 1,000	\$ 2,000	\$ 10,000	\$ 2,000	\$ 3,000	\$ -	\$ 315,970
TOTALS	\$ 15,120	\$ 30,000	\$ 9,000	\$ 2,000	\$ 20,575	\$ 15,406	\$ 48,420	\$ 35,300	\$ -	\$ 160,000	\$ 3,500	\$ 2,554	\$ 58,271	\$ 10,060	\$ 3,000	\$ 21,000	\$ 434,206

Kern Council of Governments

EXPENDITURE BUDGET WORKSHEET--CAPITAL ASSETS
FY 2023-2024

Account Number	Work Element/Project Description	Description or Vendor	2023-24 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	2023-24 Revised	Amount Direct	Amount Indirect	Amount Nonallowable
8000	CAPITAL ASSETS									
101.1	Air Quality Planning	None	\$ -				\$ -	\$ -	\$ -	-
102.1	Environmental Review Program	None	\$ -				\$ -	\$ -	\$ -	-
201.1	Inventory Mapping	None	\$ -				\$ -	\$ -	\$ -	-
201.2	Mapping Services and Technical Support	None	\$ -				\$ -	\$ -	\$ -	-
202.1	Climate Change Program	None	\$ -				\$ -	\$ -	\$ -	-
203.1A	Sustainable Communities Public Participation FY 21-22	None	\$ -				\$ -	\$ -	\$ -	-
203.2A	Sustainable Communities Performance Measures FY 21-22	None	\$ -				\$ -	\$ -	\$ -	-
203.3A	Sustainable Communities Mobility Innovations and Incentives FY 21-22	None	\$ -				\$ -	\$ -	\$ -	-
203.4A	Sustainable Communities Model FY 21-22	None	\$ -				\$ -	\$ -	\$ -	-
601.1	Regional Transportation Plan / CMS	None	\$ -				\$ -	\$ -	\$ -	-
601.2	RTP / CIP - Financial Element	None	\$ -				\$ -	\$ -	\$ -	-
601.3	RTP Outreach	None	\$ -				\$ -	\$ -	\$ -	-
601.4	Performance Measures	None	\$ -				\$ -	\$ -	\$ -	-
602.1	Transportation Improvement Program	None	\$ -				\$ -	\$ -	\$ -	-
602.2	Local Assistance for Federal-Aid Projects	None	\$ -				\$ -	\$ -	\$ -	-
603.1	Transportation Systems Monitoring and Coordination	None	\$ -				\$ -	\$ -	\$ -	-
603.2	Traffic Count Program	None	\$ -				\$ -	\$ -	\$ -	-
603.3	Mobility Innovations and Incentives	None	\$ -				\$ -	\$ -	\$ -	-
603.4	Kern EV Blueprint	None	\$ -				\$ -	\$ -	\$ -	-
604.1	Regional Travel Demand Model Maintenance	None	\$ -				\$ -	\$ -	\$ -	-
604.2	Growth Forecast Model	None	\$ -				\$ -	\$ -	\$ -	-
604.3	Regional Travel Demand Model	None	\$ -				\$ -	\$ -	\$ -	-
605.1	Corridor / Major Investment / Impact Fee	None	\$ -				\$ -	\$ -	\$ -	-
606.1	Tranist Planning	None	\$ -				\$ -	\$ -	\$ -	-
606.2	Passenger Rail Program	None	\$ -				\$ -	\$ -	\$ -	-
606.3	Metro-Bakersfield Parking Study	None	\$ -				\$ -	\$ -	\$ -	-
606.4	East Kern/SR 14/US 395 TDP	None	\$ -				\$ -	\$ -	\$ -	-
606.5	Rural Alternate Tranist Plan	None	\$ -				\$ -	\$ -	\$ -	-
606.6	CHSTP Update	None	\$ -				\$ -	\$ -	\$ -	-
607.1	Aviation Transportation Planning	None	\$ -				\$ -	\$ -	\$ -	-
608.1	Active Transportation Planning	None	\$ -				\$ -	\$ -	\$ -	-
608.3	Active Transportation Connectivity Planning	None	\$ -				\$ -	\$ -	\$ -	-
609.1	Transportation Demand Management	None	\$ -				\$ -	\$ -	\$ -	-
610.1	Freight Planning	None	\$ -				\$ -	\$ -	\$ -	-
610.2	North Metro Goods Movement Study	None	\$ -				\$ -	\$ -	\$ -	-
610.3	I-5 Freight ZERO Pilot Study	None	\$ -				\$ -	\$ -	\$ -	-
801.1	Grant Writing	None	\$ -				\$ -	\$ -	\$ -	-
902.1	Regional Technical Assistance	None	\$ -				\$ -	\$ -	\$ -	-
903.1	Information and Data Management	None	\$ -				\$ -	\$ -	\$ -	-
904.1	Interregional Transportation Coordination	None	\$ -				\$ -	\$ -	\$ -	-
904.2	Local Clearinghouse Review Program	None	\$ -				\$ -	\$ -	\$ -	-
1001.1	Local Reimbursements	None	\$ -				\$ -	\$ -	\$ -	-
1001.2	Legislative Program	None	\$ -				\$ -	\$ -	\$ -	-
1001.3	Transportation Development Act (TDA) Program	None	\$ -				\$ -	\$ -	\$ -	-
1001.4	Information Services	None	\$ -				\$ -	\$ -	\$ -	-
1001.5	Overall Work Program (OWP) Development and Monitoring	None	\$ -				\$ -	\$ -	\$ -	-
2001.1	KMAA System Implementation and Operation	None	\$ -				\$ -	\$ -	\$ -	-
2002.1	Kern 511 Program	None	\$ -				\$ -	\$ -	\$ -	-
7777.7	Nonallowable Costs	None	\$ -				\$ -	\$ -	\$ -	-
8888.8	Capital Costs	UPS battery backup	\$ 12,000				\$ 12,000	\$ -	\$ -	12,000
		Copy machine	\$ 10,000				\$ 10,000	\$ -	\$ -	10,000
		Boardroom TV	\$ 9,000				\$ 9,000	\$ -	\$ -	9,000
9999.9	Indirect Costs	Desktop monitors	\$ 3,000				\$ 3,000	\$ -	\$ -	3,000
8000	TOTAL--CAPITAL ASSETS		\$ 34,000	\$ -	\$ -	\$ -	\$ 34,000	\$ -	\$ -	34,000

Prior Year Comparisons

2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Estimated	2023-24 Proposed
\$ 91,948	\$ -	\$ 435,051	\$ 56,000	\$ 34,000



V.
COG

May 18, 2023

TO: Kern Motorist Aid Authority (KMAA)

FROM: Ahron Hakimi
Executive Director

By: Gregory J. Palomo
Financial Services Officer

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: V.
FINAL KMAA FY 2023-2024 FINANCIAL PLAN

DESCRIPTION: KMAA develops an annual financial plan or budget that includes detailed estimates of revenues and expenses for the upcoming fiscal year. The financial plan is reviewed and approved by the Council. The **final** KMAA FY 2023-2024 Financial Plan proposes operating revenues totaling \$835,711, and operating appropriations totaling \$641,788.

DISCUSSION: Attached is the **final** KMAA FY 2023-2024 Financial Plan. This final plan serves as the presentation of detailed information regarding FY 2023-2024 budget issues and appropriations leading to the conduct of a public hearing and Council consideration for adoption. Staff recommends \$641,788 in total appropriations.

The management team has reviewed this plan and recommends approval

OPEN PUBLIC HEARING

RECEIVE COMMENTS

CLOSE PUBLIC HEARING

ACTION: Adopt the Final KMAA FY 2023-2024 Financial Plan. ROLL CALL VOTE.

Kern Motorist Aid Authority
ANNUAL FINANCIAL PLAN
for
Fiscal Year 2023-2024

CHAIR

Bob Smith, City of Bakersfield

VICE-CHAIR

Zack Scrivner, County of Kern

BOARD OF DIRECTORS

Olivia Trujillo
Bob Smith
Jim Creighton
Veronica Vasquez
John Crump
Saul Ayon
Kyle Blades
Cathy Prout
Orchel Krier
Philip A. Smith
Gilberto Reyna
David Couch
Zack Scrivner

City of Arvin
City of Bakersfield
City of California City
City of Delano
City of Maricopa
City of McFarland
City of Ridgecrest
City of Shafter
City of Taft
City of Tehachapi
City of Wasco
County of Kern
County of Kern

SUBMITTED BY:
Ahron Hakimi
Executive Director
May 18, 2023

LETTER OF TRANSMITTAL

May 18, 2023

The Honorable Board of Directors
Kern Motorist Aid Authority

Dear Chairman and Board:

Kern Motorist Aid Authority (KMAA) staff is pleased to submit the Fiscal Year 2023-2024 Annual Financial Plan for your review and approval. The plan is a statement, by object or account classification and line item within each account, of the anticipated KMAA financial activity for the upcoming year. The plan includes estimated revenues totaling \$835,711 and estimated expenses totaling \$641,788.

REVENUES

The KMAA, acting in its capacity as a service authority for freeway emergencies is financed by the assessment of a \$1.00 fee upon each registered nonexempt motor vehicle within the County of Kern. The California Department of Motor Vehicles applies the fee as part of the vehicle registration program and returns the amount collected, less a processing fee, within the county. Over the past few years, fees collected have been relatively stable. Staff anticipates vehicle fees totaling \$807,157 for the 2023-2024 fiscal year; a 2.1 percent increase over the prior year budget.

In addition to fees, KMAA realizes non-operating revenues (interest) by investing cash balances through the Kern County Treasurers' cash investment program. Staff anticipates interest revenue totaling \$28,555 for the 2023-2024 fiscal year.

EXPENSES

KMAA budgetary appropriations are primarily focused on these areas: 511 traveler information, litter removal, depreciation and capital. Expenses have leveled off following the removal of the call box system a few years ago. Staff estimates total appropriations of \$641,788 will be required to finance FY 2023-2024 operations.

PROGRAM DESCRIPTION

Sections 2550-2559 of the Streets and Highways Code, relating to highways authorizes the use of KMAA moneys for traveler information systems, Intelligent Transportation System architecture and infrastructure, and other transportation demand management services, and safety-related hazard and obstruction removal.

KMAA program services are delivered through an extensive public-private partnership.

Partnership members and related responsibilities include the following:

<u>Agency</u>	<u>Responsibility</u>
Kern Council of Governments	Program management and contract administration
California Dept. of Transportation	Installation guidelines and encroachment permitting
IBI Group	Kern 511 operation and maintenance of website and interactive voice recognition system.

CONCLUSION

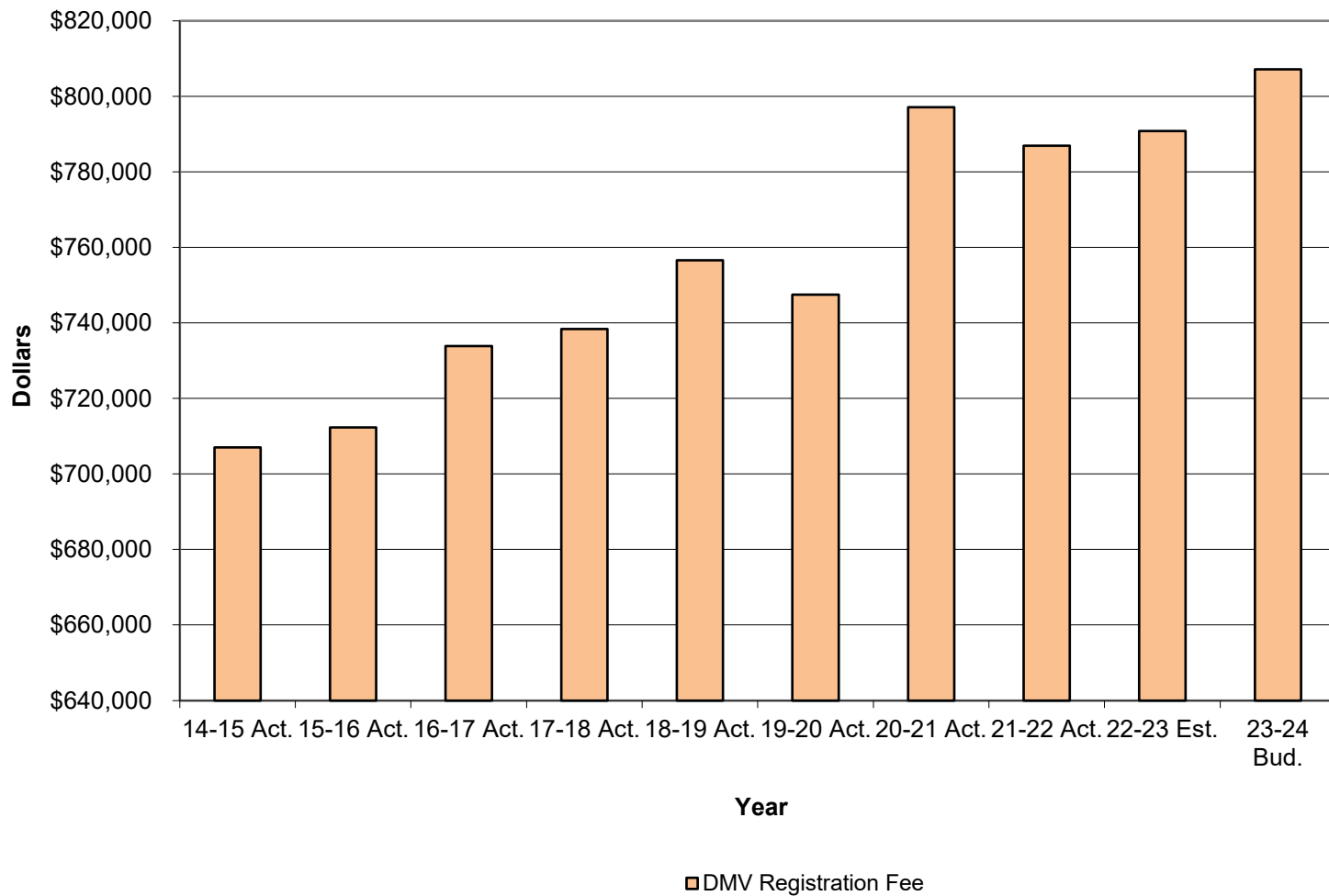
The KMAA program will complete thirty two (32) years of service to the motoring public at the end of the 2022-2023 fiscal year. KMAA has implemented the Kern 511 traveler information program and the safety-related hazard and obstruction removal program to aid the residents of Kern County. The Board can take pride in the improvements to motorist safety and transportation system.

Sincerely,

Ahron Hakimi
Executive Director

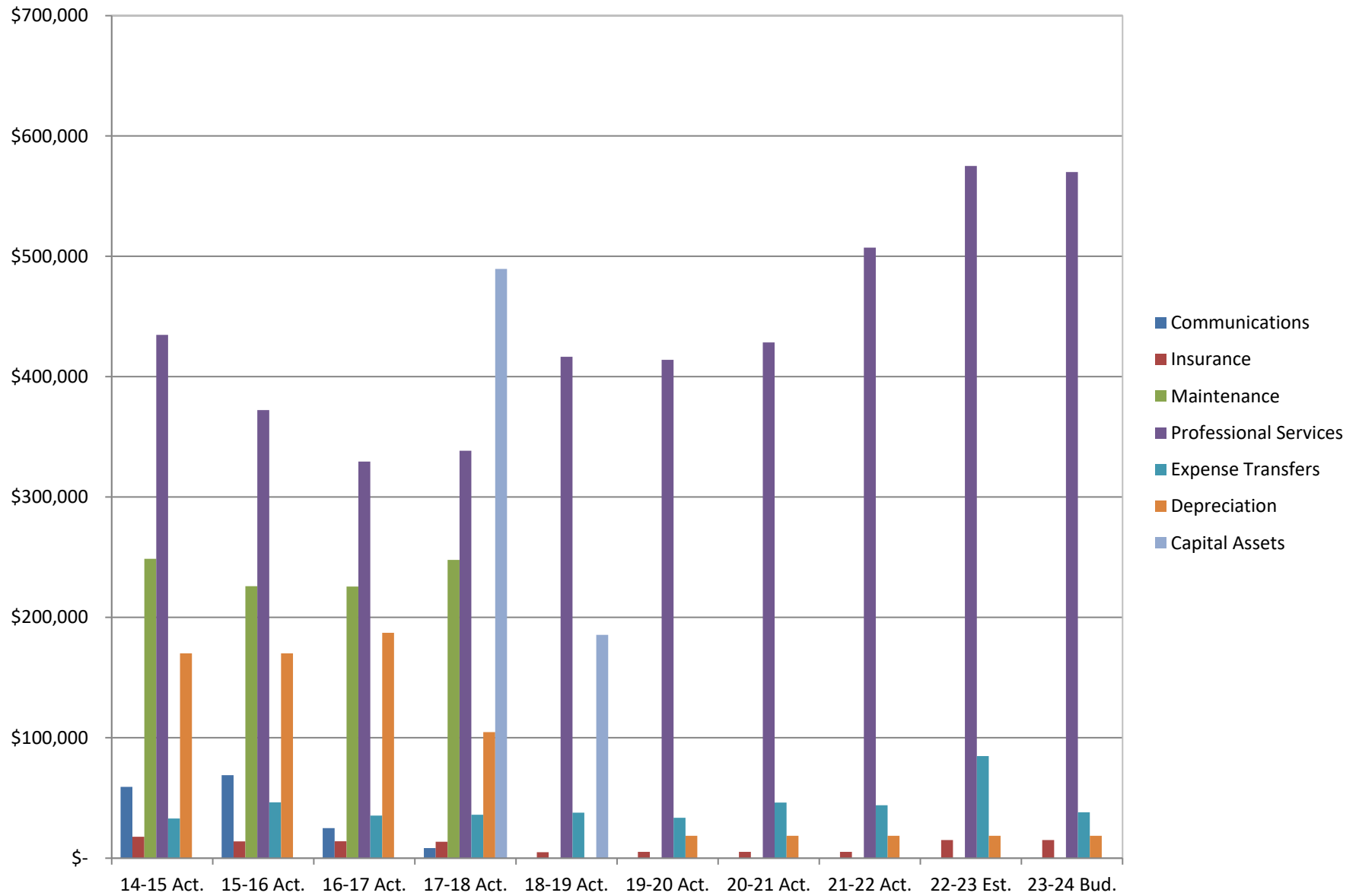
REVENUES

Kern Motorist Aid Authority DMV Revenue History



EXPENSES

Kern Motorist Aid Authority - Annual Expenses



Kern Motorist Aid Authority COMPARATIVE FINANCIAL PLAN

(Revised: April 19, 2023)

Description	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
	Actual	Actual	Actual	Estimated	Proposed
BEGINNING FUND EQUITY	\$ 1,641,852	\$ 1,954,105	\$ 2,279,993	\$ 2,515,796	\$ 2,637,368
Contributed Capital (Assets)	\$ 166,892	\$ 135,986	\$ 117,442	\$ 98,898	\$ 80,354
APPROPRIATION FOR CONTINGENCIES:					
Reserved for Asset Replacement	\$ -	\$ -	\$ -	\$ -	
Reserved for ADA Compliance	\$ -	\$ -	\$ -	\$ -	
Reserved for General Purposes	\$ -	\$ -	\$ -	\$ -	
FUND EQUITY AVAILABLE	\$ 1,808,744	\$ 2,090,091	\$ 2,397,435	\$ 2,614,694	\$ 2,717,722
REVENUES:					
Vehicle Registration Fees	\$ 747,463	\$ 797,085	\$ 786,900	\$ 790,835	\$ 807,157
Interest	\$ 36,058	\$ 27,241	\$ 23,902	\$ 24,022	\$ 28,555
Other					
TOTAL REVENUES	\$ 783,521	\$ 824,326	\$ 810,802	\$ 814,856	\$ 835,711
APPROPRIATIONS FOR EXPENSES:					
Communications--					
A.T. & T./Sprint	\$ -	\$ -	\$ -	\$ -	\$ -
Verizon/Frontier	\$ -	\$ -	\$ -	\$ -	\$ -
Pacific Bell/SBC	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ 92	\$ 92	\$ 113	\$ -	\$ 200
Communications--Subtotal	\$ 92	\$ 92	\$ 113	\$ -	\$ 200
Insurance--					
Comprehensive General Liability	\$ 5,186	\$ 5,211	\$ 5,197	\$ 15,000	\$ 15,000
Public Officials Liability	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance--Subtotal	\$ 5,186	\$ 5,211	\$ 5,197	\$ 15,000	\$ 15,000
Maintenance/Equipment--					
CASE/Corrective & Preventative	\$ -	\$ -	\$ -	\$ -	\$ -
GTE/Repairs	\$ -	\$ -	\$ -	\$ -	\$ -
CASE/Digital Upgrade	\$ -	\$ -	\$ -	\$ -	\$ -
511 System Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance/Equipment--Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous--					
511 Marketing/Supplies	\$ 45,488	\$ 52,275	\$ 53,301	\$ 50,000	\$ 50,000
Memberships--					
IVHS Association	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services--					
California Highway Patrol/Bkfld. Dispatch	\$ -	\$ -	\$ -	\$ -	\$ -
California Highway Patrol/Barstow Dispatch	\$ -	\$ -	\$ -	\$ -	\$ -
California Highway Patrol/Enforcement	\$ -	\$ -	\$ -	\$ 25,000	\$ 20,000
County of Kern/Canyon Call Boxes	\$ -	\$ -	\$ -	\$ -	\$ -
511 Consultant	\$ 180,000	\$ 180,000	\$ 180,000	\$ 200,000	\$ 200,000
Litter Removal	\$ 188,451	\$ 196,188	\$ 273,887	\$ 300,000	\$ 300,000
KMAA Strategic Plan Update	\$ -	\$ -	\$ -	\$ -	\$ -
KMAA Project	\$ -	\$ -	\$ -	\$ -	\$ -
Professional Services--Subtotal	\$ 368,451	\$ 376,188	\$ 453,887	\$ 525,000	\$ 520,000
Expense Transfers--					
Program Operations	\$ 33,507	\$ 46,129	\$ 43,957	\$ 84,740	\$ 38,044
Administration	\$ -	\$ -	\$ -	\$ -	\$ -
Opinion Research Project	\$ -	\$ -	\$ -	\$ -	\$ -
Traffic Count Program	\$ -	\$ -	\$ -	\$ -	\$ -
Expense Transfers--Subtotal	\$ 33,507	\$ 46,129	\$ 43,957	\$ 84,740	\$ 38,044
Depreciation--					
Equipment	\$ 18,544	\$ 18,543	\$ 18,544	\$ 18,544	\$ 18,544
Capital Assets--					
Changeable Message Signs	\$ -	\$ -	\$ -	\$ -	\$ -
Loss on Asset Disposal	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL APPROPRIATIONS	\$ 471,268	\$ 498,438	\$ 574,999	\$ 693,284	\$ 641,788
OPERATING SURPLUS (DEFICIT)	\$ 312,253	\$ 325,888	\$ 235,803	\$ 121,572	\$ 193,923
Adjustments to Fund Balance for Fixed Assets	\$ (166,892)	\$ (135,986)	\$ (117,442)	\$ (98,898)	\$ (80,354)
ENDING UNRESERVED FUND EQUITY	\$ 1,954,105	\$ 2,279,993	\$ 2,515,796	\$ 2,637,368	\$ 2,831,291

**AGENDA
KERN COUNCIL OF GOVERNMENTS
JUNE 15, 2023
6:30 P.M.**

PRIMARY MEETING LOCATION

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

**SECONDARY MEETING LOCATION
TELECONFERENCING AVAILABLE**

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

TPPC/Kern COG Board

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. **ROLL CALL:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Helton, Navarro, Parra, Warney

- II. **PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

Disabled individuals who need special assistance to attend or participate in a meeting of the Kern Council of Governments may request assistance at 1401 19th Street Suite 300: Bakersfield CA 93301 or by calling (661) 635-2900. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

- III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. **Approval of Minutes – May 18, 2023** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Authorization to Award Contract – 2023 Transportation Model Support** (Flickinger)

Comment: A proposed contract with DKS Associates has been negotiated for \$55,000 for up to 5 years to provide professional services under the Kern On-Call Transportation Model Support Contract. This item has been reviewed by County Counsel.

Action: Approve contract and authorize Chairman to sign. ROLL CALL VOTE.

E. **Contract Amendment – Kern County Traffic Count Study 2021** (Flickinger)

Comment: A proposed contract amendment with Atlantic & Pacific Data Corporation has been negotiated to increase the compensation rates while maintaining budget levels approved in the Overall Work Plan. This item has been reviewed by County Counsel.

Action: Approve the Atlantic & Pacific contract amendment and authorize the Chairman to sign. ROLL CALL VOTE.

F. **Resolution Conditionally Committing \$6 million in Regional Early Action Plan (REAP 2.0) Funds to the City of Bakersfield** (Napier)

Comment: The Regional Early Action Planning Grants of 2021 (REAP) 2.0 are a key part of strategic investments toward a more sustainable, resilient, and inclusive future for people in all areas of the state. Building off of the application submitted by the Kern Council of Governments in December 2022, as approved at the November 17, 2022, Board Meeting, this Resolution conditionally commits \$6 million in Regional Early Action Planning (REAP) 2.0 funds to the City of Bakersfield to support Bakersfield's efforts to secure additional funding for its REAP funded projects. This action furthers Bakersfield's ability to meet the goals of the REAP program and fulfill the activities associated with Kern COG's application. This item has been reviewed by County Counsel.

Action: Adopt Resolution No. 23-13 to conditionally commit the City of Bakersfield's portion of the REAP 2.0 funds and authorize the Chair to sign the Resolution. ROLL CALL VOTE

G. **Local Clearinghouse:**

Applicant: Panama-Buena Vista Union School District

Address: 4200 Ashe Road
Bakersfield, CA 93313-2029
Contact: Brooke McKnight

Federal Agency: Community Oriented Policing Services

Catalog No.: 16.710

Title: FY23 COPS School Violence Prevention Program

Description: Panama-Buena Vista Union School District School Safety Project

Federal Funds: \$500,000.00

Total Funds: \$667,000.00

Applicant: County of Kern

Address: 1115 Truxtun Avenue, Fifth Floor
Bakersfield, CA 93301-4630
Contact: Amanda Ruiz

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.606
Title: State Criminal Alien Assistance Program
Description: BJA FY 2021 State Criminal Alien Assistance Program

Federal Funds: \$550,000.00

Total Funds: \$550,000.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)

A. Warrant Register

B. Timeline

VIII. MEMBER STATEMENTS: On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

IX. CLOSED SESSION:

A. Executive Director Evaluation.

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be July 20, 2023 (scheduled to be dark)..

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for May 18, 2023

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
May 18, 2023
6:30 P.M.

The meeting was called to order by Chairman Smith at 7:32 p.m.

I. ROLL CALL:

Members Present: Ayon, Couch, Blades, Crump, Krier, Creighton, Prout, Reyna, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Parra, Warney, Navarro, Heckman

Members Absent: Scrivner

Others: Ritter, Franz, Paulson, Mussa

Staff: Hakimi, Napier, Snoddy, Pacheco, Enriquez, Ball, Stramaglia, Banuelos, Raymond, Campbell, VanWyk

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.

Chairman Smith asked for public comments. There were none.

- III. CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – April 20, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. 2023 Community Survey Final Report (Campbell)

Comment: Godbe Research was commissioned by Kern Council of Governments (COG) to conduct the 2023 Community Survey.

Action: Accept the 2023 Community Survey Final Report. ROLL CALL VOTE.

E. Agreement for Safety-Related Hazard and Obstruction Removal on State Highways (Napier)

Comment: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern for

safety-related hazard and obstruction removal on state highways in Kern County in the amount of \$50,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the County of Kern and authorize the Chair to sign the Agreement. ROLL CALL VOTE

F. Agreement for Safety-Related Hazard and Obstruction Removal on State Highways (Napier)

Comment: Consideration of a Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield for safety-related hazard and obstruction removal on state highways within the City of Bakersfield in the amount of \$225,000. This item has been reviewed by County Counsel.

Action: Approve the Memorandum of Agreement between Kern Council of Governments, Acting as the Kern Motorist Aid Authority, and the City of Bakersfield and authorize the Chair to execute the Agreement.

G. 2023 Update: Kern Council of Governments Public Involvement Procedures & Policies (Raymond)

Comment: The 2017 California Regional Transportation Plan (RTP) Guidelines require that a Metropolitan Planning Organization (MPO) develop a public participation plan prior to the development of the RTP. The Regional Planning Advisory Committee has reviewed this item.

Action: Information.

H. Local Clearinghouse:

Applicant: Kern Community College District

Address: 1801 Panorama Drive

Bakersfield, CA 93305-1219

Contact: Dr. Bonita Steele

Federal Agency: Rural Business-Cooperative Service

Catalog No.: 10.755

Title: Rural Innovation Stronger Economies (RISE)

Description: Bakersfield College – Kern RISEs Project

Federal Funds: \$975,000.00

Total Funds: \$2,292,785.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway

Bakersfield, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Office of Violence Against Women

Catalog No.: 16.525

Title: OVW Fiscal Year 2023 Grants to Reduce Domestic Violence, Dating Violence, Sexual Assault, and Stalking on Campus Program Solicitation

Description: Runner PRIDE: Prevention, Inclusion, Diversity, Excellence Program

Federal Funds: \$399,323.00
Total Funds: \$399,323.00

Applicant: San Joaquin Community Hospital dba Adventist Health Bakersfield
Address: 2615 Chester Avenue
Bakersfield, CA 93301-2014
Contact: Christine Lollar

Federal Agency: Substance Abuse and Mental Health Services Administration
Catalog No.: 93.243
Title: Mental Health Awareness Training Grants
Description: Wellness Navigation – training hospital and clinic staff, community, and linking patients to care

Federal Funds: \$200,000.00
Total Funds: \$203,500.00

Applicant: House of Jochebed
Address: 5114 Laguna Street
Bakersfield, CA 93306
Contact: Lorena Vasquez

Federal Agency: US Department of Justice
Competition Identification No.: O-OVC-2023-171671
Title: OVC FY 2023 Human Trafficking Fellowship Program
Description: Systematic Review of Exit and Post Exit Interventions

Federal Funds: \$400,000.00
Total Funds: \$400,000.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

MOTION BY DIRECTOR COUCH TO APPROVE CONSENT AGENDA ITEMS A THROUGH H, SECOND BY DIRECTOR P. SMITH, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

IV. FINAL KERN COG FY 2023-2024 FINANCIAL PLAN (Palomo)

Comment: Pursuant to policy, Kern Council of Governments (Kern COG) prepares and adopts an annual financial plan (budget) detailing estimated revenues and expenditures for the ensuing fiscal year. Staff has prepared a **final** Kern COG FY 2023-2024 Financial Plan that includes \$6,147,134 in estimated operating revenues and \$6,360,882 in estimated operating and capital expenditures.

OPEN PUBLIC HEARING

RECEIVE COMMENTS

CLOSE PUBLIC HEARING

Action: Motion by Director Reyna to Adopt the Final Kern COG FY 2023-2024 Financial Plan, second by Director Crump, motion carried with a unanimous roll call vote.

V. FINAL KMAA FY 2023-2024 FINANCIAL PLAN (Palomo)

Comment: KMAA develops an annual financial plan or budget that includes detailed estimates of revenues and expenses for the upcoming fiscal year. The financial plan is reviewed and approved by the Council. The **final** KMAA FY 2023-2024 Financial Plan proposes operating revenues totaling \$835,711, and operating appropriations totaling \$641,788.

OPEN PUBLIC HEARING

RECEIVE COMMENTS

CLOSE PUBLIC HEARING

Action: Motion by Director Couch to Adopt the Final KMAA FY 2023-2024 Financial Plan, second by Director Ayon, motion carried with a unanimous roll call vote.

VI. CONGESTION MANAGEMENT AGENCY: (None)

VII. KERN MOTORIST AID AUTHORITY: (None)

VIII. MEETING REPORTS: (None)

IX. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

Mr. Hakimi reported on the San Joaquin Valley Policy Conference – April 24 – 26, 2023 - Great Wolf Lodge – Manteca

X. MEMBER STATEMENTS:

XI. CLOSED SESSION:

None.

XII. ADJOURNMENT: Seeing no other comments the meeting adjourned at 8:00 p.m. **NEXT MEETING – June 15, 2023.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

June 15, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
EXECUTIVE DIRECTOR

By: Ed Flickinger, Regional Planner III

SUBJECT: Kern Council of Governments Consent Agenda Item: III. D.
Authorization to Award Contract – 2023 Transportation Model Support

DESCRIPTION:

A proposed contract with DKS Associates has been negotiated for \$55,000 for up to 5 years to provide professional services under the Kern On-Call Transportation Model Support Contract. This item has been reviewed by County Counsel.

DISCUSSION:

The latest Kern COG transportation model has just been updated by the San Joaquin by DKS. The model contains mode split, trucks, peak periods (am, pm, mid-day, off-peak), and approximately 2000 Transportation Analysis Zones (TAZs).

The consultant will assist the Kern COG staff with creating script files, troubleshooting modeling problems, review of modeling assumptions, model refinements, developing Air Quality forecast outputs for use in emissions analysis and provide training on significant aspects of the Kern COG Regional Transportation Model.

The project is budgeted in the 2023-24 Overall Work Program (OWP) and the draft 2023-24 OWP under Work Element 604.1. A Request for Proposals (RFP) was advertised March 1, 2023. RFPs were sent to all transportation consultants in the Kern COG database. The proposals were due April 20, 2023. Three proposals were received and were ranked by staff members of Kern COG, Caltrans, and the City of Bakersfield using a proposal evaluation form. DKS Associates of Sacramento, CA was selected on April 26, 2023. The contract was reviewed by legal counsel and approved as to form.

ACTION: Approve contract and authorize Chairman to sign. ROLL CALL VOTE.

Attachment: 2023 Kern On Call Transportation Model Support Contract

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND

DKS Associates

Kern On Call Transportation Model Support

THIS CONTRACT, made and entered into this 15th day of June 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and DKS Associates hereinafter referred to as "Consultant." Kern COG and Consultant are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, Kern COG is in need of services as specified herein; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract.

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Scope of Work, Schedule, and Budget/Cost Proposal, all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated April 20, 2023, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Budget/Cost Proposal, attached hereto as Exhibit "B." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Ed Flickinger
Consultant: John Long

III. Term

Time is of the essence in this contract. Subject to the annual written notice to proceed provisions in Section VI of this Agreement the term of this contract is July 1, 2023 through June 30, 2028.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days' notice, Consultant shall determine



the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant, and shall be effective as of the date of the amending document, unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to Fifty five thousand dollars (\$55,000) through June 30, 2024 to be billed in accordance with the hourly rates reflected in Exhibit "B," Costs. The contract may be renewed annually for up to four more years through June 30, 2028, and the parties may negotiate compensation for the next year's services not to exceed the inflation rate each year the contract is renewed. Funding in any fiscal year is subject to Kern COG board approval in the annual budget and a written staff work order request. Because this is an on-call contract issuance of written work order requests will be subject to need as determined by Kern COG, it is possible that in some years no work will be requested.

No work shall be performed and billed under this contract without a work order signed by both the Kern COG staff and the consultant.

The total sum billed under this contract may not exceed including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

Starting July 1, 2023, consultant shall not perform or bill for work after the beginning of Kern COG's fiscal year beginning July 1 of each year, without a written "notice to proceed" listing the maximum funding available for work activity under this contract in the new fiscal year. Kern COG will not remit payment for billings above and beyond the amount listed in the notice to proceed. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 604.1 as identified on the FY 2023-2024 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

Consultant shall submit two copies of each invoice with adequate supporting documentation of work billed and costs charged by Task as defined in Exhibit A, to Kern COG, specifying those services which Consultant believes have been completed. The invoice shall specify: (1) hours worked multiplied times the billing rates authorized in Exhibit B; (2) an itemization of Other direct cost and/or subcontractor fees as agreed to in Exhibit B; (3) the total amount billed for the current period, (4) the total amount billed to-date for the project. (5) the retention amount withheld. The invoice shall include a written progress report adequately describing the services billed and provided, and summarizing the status of the PROJECT in regard to task completion, timelines, and budget.



Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65/day meals; \$225/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B. above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such



termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

- A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.
- B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:
 - 1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 - 2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.
- C. Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate



this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 28 CFR 179.9(c) and (d).

XVI. Publication

- A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.
- B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

"The preparation of this report has been financed, in part, through a grant from the U.S. Department of Transportation, Federal Transit Administration, under the authority of the 49 USC Chapter 43 #5313(b) of the Federal Transit Laws."

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVIII. Hold Harmless

Consultant agrees to indemnify, defend (upon request of Kern COG), and hold harmless Kern COG and all of its officers, agents and employees from any and all actions, causes of action, claims, demands, costs, liabilities, losses, damages and expenses of whatsoever kind and nature (including reasonable attorney's fees) for injuries to or death of any person or persons, or damage to property of third persons, to the extent arising out of or in any way connected with the negligent acts, errors or omissions by Consultant in the performance of the services to be provided pursuant to this contract by Consultant or Consultant's officers, agents or employees.

XIX. Insurance

- A. Consultant shall procure and maintain in force, at all times during the term of this contract, the following insurance coverages:
 - 1) Worker's Compensation in the amount required by law; 2) Commercial general liability insurance, including contractual liability coverage, covering all of its actions under this contract with limits of not less than \$2,000,000 combined single limit for bodily injury and property damage or \$1,000,000 per person and per occurrence for bodily injury and \$1,000,000 per each occurrence for property damage and \$2,000,000 aggregate; and 3) Commercial automobile liability coverage with the same limits as the commercial general liability insurance described above, covering all owned, hired, and non-owned automobiles and any other vehicle or equipment used by Consultant or its agents in performance of this contract.
- B. All policies of insurance mentioned above shall be placed with insurers admitted to do business in California and with current "Best's Key Rating Guide" rating of no less than an A-, VII. The commercial general liability and automobile liability policies shall contain endorsements naming the Kern Council of Governments, its officers, employees, agents and governing body and each member thereof, as additional insureds and providing for a legal defense, if such is requested, for all such additional insureds. In addition, all policies of insurance mentioned in paragraph A. above shall not be canceled or reduced



until thirty (30) days after Kern COG receives notice of such cancellation or reduction. A signed copy of a certificate or certificates of insurance evidencing each of the coverages and requirements for the policies of insurance mentioned above, and evidencing each of the endorsements described herein, shall be submitted to Kern COG prior to Consultant performing any work under this contract.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit D, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or 2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued



pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

Consultant shall ensure that DBEs, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of this contract. In this regard, Consultant shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to compete for and to perform subcontracts arising out of this contract. Failure to carry out the requirements of this paragraph shall constitute a breach of contract and may result in termination of this contract or such other remedy Kern COG may deem appropriate.

During the period of this contract, the Consultant shall maintain records of all applicable subcontracts advertised and entered into germane to this contract, documenting the opportunity given to DBEs to participate in this contract, actual DBE participation, and records of materials purchased from DBE suppliers. Such documentation shall show the name and business address of each DBE subcontractor or vendor, and the total dollar amount actually paid each DBE subcontractor or vendor. Upon completion of the contract, a summary of these records shall be prepared and certified correct by the Consultant, and shall be furnished to Kern COG.

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:



Mr. Ahron Hakimi,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR
Terry Klim
Principal
DKS Associates
8950 Cal Center Drive, Suite 340
Sacramento, CA 95826

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents, employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be effected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.



XXXI. 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 DKS Associates have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

Ahron Hakimi, Executive Director
Kern Council of Governments

Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM:

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel



Consultant

R



Exhibit "A"

Scope of Work

The consultant will assist the Kern COG staff with on call support services to the regional transportation model on an hourly basis as described in greater detail in the Request for Proposals dated March 1, 2023. The work consists of creating script files, troubleshooting modeling problems, review of modeling assumptions, model refinements, developing air quality forecast outputs for use in emissions analysis and provide training on significant aspects of the model.

A. Create script files:

1. Assist KERN COG staff with the development of new or refined model scripts.
2. Research and develop scripts that will help KERN COG use the model more effectively and efficiently.

B. Trouble shooting modeling problems:

1. Assist KERN COG staff with the development of new or refined methods of extracting data from the model;
2. Trouble shoot major and minor problems related to the model or model related data
3. Perform model runs upon request.

C. Review of Modeling data and assumptions:

1. Assist KERN COG staff with the development and updating of land use data;
2. Assist KERN COG staff in development of Access or Excel based automated land use data base.
3. Provide recommendations for improvement in data development and calculation methods
4. Assist with model calibration/validation updates as requested.

D. Model Refinements:

1. Assist KERN COG staff with network identification and accuracy;
2. Assist staff with the recognition of network links as associated with speed characteristics, geometrics and special circumstances.
3. Assist KERN COG staff with development of network project access or Excel database to maintain master network.
4. Assist KERN COG staff with GIS operations in model refinement (such as TAZ updates) and other modeling related tasks.

E. Provide yearly training/or KERN COG staff:

1. Prepare a training outline and associated material annually to assist in the professional development of KERN COG staff;
2. Inform KERN COG staff of the updated software and/or new programs that relate to transportation modeling.
3. Recommend software and software updates.

F. Other modeling duties as requested and agreed on by the consultant in a signed work order.



Consultant will provide all textual work products using MS WORD software. All data and reports may be shown on the KERN COG web site at the discretion of KERN COG.

The consultant will manage project tasks and submit written progress reports with invoices. The progress report will document specific accomplishments of each task, identify percent completion by task, and difficulties encountered.



Exhibit "B"

Budget/Cost Proposal

Exhibit B
Budget/Cost Proposal

Task Description	Principal in Charge	Project Manager	Senior Technical Advisor	Senior Data Analyst	Senior Transportation Planner	Travel Demand Modeler	Partner Engineer	Direct Expenses	Total Hours	Total Cost
Task 1 Create Script Files	\$ 351.08	\$ 244.69	\$ 309.87	\$ 259.87	\$ 182.36	\$185.20	\$128.05			
Task 2 Troubleshooting Modeling Problems		30							30	\$ 7,309.61
Task 3 Review of Modeling Data and Assumptions	1	40			8	4	20		73	\$ 14,478.69
Task 4 Model Refinements	1	30	8	8	8	4	20		79	\$ 16,598.44
Task 5 Training for Kern COG Staff		40			4		8		52	\$ 11,379.97
Subtotal Cost Labor		20							20	\$ 4,873.07
Total Hours	2	169	8	8	20	8	48		-	\$ 54,839.78
Direct Expenses (Social Pinpoint, Travel, Lodging, Food, etc...)								\$ 360.00		\$ 360.00
Total Cost	\$ 664	\$ 38,984	\$ 2,400	\$ 2,077	\$ 3,047	\$ 1,242	\$ 6,146			\$ 55,000



Exhibit "C"

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



(Consultant)

05/17/2023

Date



Exhibit "D" – Sample Work Order Form

WORK ORDER – On-Going Model Consulting



Contractor:

Contract No. _____

Date:

Work Order # _____

Scope of Assignment:

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)
- 9)

Source Data Provided by Kern COG:

Deliverables:

Estimated Resources by Task:

Estimated Timeframe:

Estimated Work order Cost:

Kern COG Approval: _____

Date:

Consultant Acceptance: _____

Date:

Work Order shall not exceed contract total.



SIGNATURE CERTIFICATE



REFERENCE NUMBER
EBF00E0D-3940-45D6-83B1-49D67D5A257C

TRANSACTION DETAILS	DOCUMENT DETAILS
Reference Number EBF00E0D-3940-45D6-83B1-49D67D5A257C	Document Name Consultant Agreement Model Support 2023 - Execution Copy
Transaction Type Signature Request	Filename consultant_agreement_model_support_2023_-_execution_copy.pdf
Sent At 05/17/2023 19:58 EDT	Pages 14 pages
Executed At 05/17/2023 21:05 EDT	Content Type application/pdf
Identity Method email	File Size 641 KB
Distribution Method email	Original Checksum 917368290f918f86ac670689230ab29e5e1857a1fc02b247a8ffa62638b2677c
Signed Checksum 769ec646445a9b47f2c08bde03f11c7ae5a1d4309cab154a04fb7c2e5e482e97	
Signer Sequencing Disabled	
Document Passcode Disabled	

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
Name Jim Damkowitch	Status signed	Viewed At 05/17/2023 21:04 EDT
Email jim.damkowitch@dksassociates.com	Multi-factor Digital Fingerprint Checksum adcce6284a68c295f57d0c0507ef69b34de7a3aad64b74494c510d8e8469f4f6	Identity Authenticated At 05/17/2023 21:05 EDT
Components 3	IP Address 108.204.123.95	Signed At 05/17/2023 21:05 EDT
	Device Chrome via Windows	
	Drawn Signature 	
	Signature Reference ID D16B5ABC	
	Signature Biometric Count 3	

AUDITS

TIMESTAMP	AUDIT
05/17/2023 19:58 EDT	Elizabeth Aguilar (elizabeth.aguilar@dksassociates.com) created document 'consultant_agreement_model_support_2023_-_execution_copy.pdf' on Chrome via Windows from 216.75.245.6.
05/17/2023 19:58 EDT	Jim Damkowitch (jim.damkowitch@dksassociates.com) was emailed a link to sign.
05/17/2023 21:04 EDT	Jim Damkowitch (jim.damkowitch@dksassociates.com) viewed the document on Chrome via Windows from 108.204.123.95.
05/17/2023 21:05 EDT	Jim Damkowitch (jim.damkowitch@dksassociates.com) authenticated via email on Chrome via Windows from 108.204.123.95.
05/17/2023 21:05 EDT	Jim Damkowitch (jim.damkowitch@dksassociates.com) signed the document on Chrome via Windows from 108.204.123.95.



III. E. COG

June 15, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

By: Rob Ball, Planning Director
Ed Flickinger, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.
CONTRACT AMENDMENT– KERN COUNTY TRAFFIC COUNT STUDY 2021

DESCRIPTION:

A proposed contract amendment with Atlantic & Pacific Data Corporation has been negotiated to increase the compensation rates while maintaining budget levels approved in the Overall Work Plan. This item has been reviewed by County Counsel.

DISCUSSION:

Beginning in 2006, the regional traffic count program was authorized by the Kern COG Board to be funded as an off-the-top allocation of Regional Surface Transportation Program (RSTP) in the FTIP. Kern COG has administered three regional count contracts that has successfully acquired over 24,000 counts on local roads in first 18 years of the program and over 1700 bike/pedestrian counts in the first 6 years of the program. These counts are available through an interactive online mapping system on Kern COG's main web page (<http://www.kerncog.org/data-center/regional-traffic-count-data-map>).

Traffic monitoring is mandated by the federal surface transportation act. The scope of the contract is to improve data in the regional transportation model while reducing duplicative traffic counting efforts.

The study is an annual program that is renewable annually for up to 5 years.

During the course of the study, Kern COG staff and the consultant team agreed that the contract period would need to be extended from June 30, 2026 to June 30, 2027.

The project is listed in the Board adopted 2023 FTIP as project KER200401 in the 2023 FTIP, and in the Overall Work Program under Work Element 603.2, and the contract amendment reviewed by legal counsel as to form.

ACTION: Approve the Atlantic & Pacific contract amendment and authorize the Chairman to sign.
ROLL CALL VOTE.

Attachment: Atlantic & Pacific Traffic Count Contract Amendment No 1.

AMENDMENT No. 1 TO CONTRACT BETWEEN
KERN COUNCIL OF GOVERNMENTS
AND
ATLANTIC & PACIFIC DATA CORPORATION

THIS AMENDMENT (hereinafter "Amendment No. 1") TO CONTRACT, for reference purposes is made and entered into on _____ ("Execution Date") by and between the Kern Council of Governments (hereinafter "KERN COG") and Atlantic & Pacific Data Corporation (hereinafter "CONSULTANT").

WITNESSETH

WHEREAS, KERN COG and CONSULTANT entered into a contract ("Contract") dated May 21, 2021 to provide traffic counts at various locations throughout Kern County; and

WHEREAS, the contract identified a start date of July 1, 2021; and

WHEREAS, the Parties to the Contract desire to enter into this Amendment No. 1 to increase the rates payable and extend the term of the Agreement; and

WHEREAS, the extension has no effect on other projects or programs of KERN COG; and

WHEREAS, the contract rate increase has no effect on other projects or programs of KERN COG.

NOW, THEREFORE, KERN COG AND CONSULTANT do mutually agree as follows:

1. Beginning July 1, 2023 Section V., Compensation to Consultant, is deleted and replaced with the following:

As compensation for all services to be provided by Consultant, Kern COG shall pay Consultant according to the following schedule of fixed fees:

TASKS	Cost Per Count
1. 24-Hour Count - Locate, setup, GPS, collect, process, and report 24-hour traffic counts (both directions, 1-8 lanes).	\$30.00
2. 24-Hour Classification Count - Locate, setup, GPS, collect, process, and report 24-hour vehicle classification traffic counts (both directions, 1-8 lanes).	\$45.00
3. 48-Hour Count - Locate, Setup, Collect, Process, and Report 48 -hour Traffic Counts (both directions). [1-8 lanes]	\$42.50
4. 48-Hour Classification Lane Count – Locate, setup, GPS, collect, process, and report 48-hour vehicle classification traffic counts (both directions, 1-8 lanes).	\$57.50
5. 7-Day Annual Control Station Count - Locate, setup, GPS, collect, process, and report vehicle control station counts. Counts collected 4 times per year. Rate is for 1 count per quarter. Count reported after each collection, reporting annual average and daily-of-week/seasonal adjustment factors quarterly, summarizing the 4 most recent counts (as available). (7-days, 24-hours a day, both directions, 1-8 lanes).	\$157.50 (per quarterly count from site)

6. Segment Ped & Bike Count Including: • Pedestrians • Bikes • Wheel Chairs • Motorized Bikes (if possible to identify or will be classified as a standard bike) • Other Class Type Easily Identified (upon request in advance) • Mid-Block Marked Crosswalk or Illegal street crossing in the area of the segment count • On-Off Bus (upon request if in segment count area) • On-Off Train (upon request in advance if in segment area and with authorization to set up camera(s) in platform area) or can be done as a separate count (additional charge) in conjunction with a segment ped & bike count(s) The data will be counted and separated as (1) side of street, (2) travel on sidewalk, (3) travel on street without a bike lane, (4) travel on the street with a bike lane and (5) travel off-street with a designated bike-ped-equestrian path. Optional Costs: Turning Movement Count-TMC=\$28.50 per hour (with ped & bike=\$36.50 per hour) Video Delivery = \$28.50 + \$1.75 per hour with TMC or \$3.50 per hour without TMC	<u>\$ 7.95 x 24</u> (Per hour per Site) (24 hour) <u>\$ 10.75 x 12</u> (Per hour per Site) (12 hour during daylight only, unless otherwise agreed.) <u>\$ 18.75 x 4</u> (Per hour per Site) (4 hour around schools: 6-10 am only, unless otherwise agreed.)
Other optional costs: The maximum rate for the below services is \$27.50 per hour: Intersection Turning Movement Count * Parking Lot Study * Pedestrian & Bike Study * Queue Study * Site Measurement & Configuration * Transit Data Study * Video Recording & Surveillance The maximum rate for the below services is \$55.00 per hour: Asset & Inventory (Physical Count & Management) * Biega Intersection Ped & Bike O-D Study * Classification Turning Movement Count * Casino & Mall Study * Freeway Class and/or Volume Count * Gap & Time Delay Study * GPS Based Travel Time Study * Occupancy Study * Origin-Destination Study * Project Consulting & Management * Pedestrian & Bike Travel Time Study * Saturation Flow Study * Oral or In-Person Study * Trail Study * Any Type of Data Collection & Management Project	

Fixed fees shall include all of Consultant's actual reasonable and necessary travel costs and expenses incurred on behalf of Kern COG, but in no event greater than the IRS rate for the year in which the expenses are incurred. The amount payable pursuant to this Agreement shall not exceed Seventy Nine

Thousand Six Hundred Seventy Seven Dollars (\$79,677) per year for the period of July 1, 2021 to June 30, 2026.

Starting July 1, 2021, consultant shall not perform or bill for work after the beginning of Kern COG's fiscal year beginning July 1 of each year, without a written "notice to proceed" listing the maximum funding available for work activity under this contract in the new fiscal year. Kern COG will not remit payment for billings above and beyond the amount listed in the notice to proceed. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services.

Kern COG will consider proposed annual increases to Consultant's rates provided that those increases shall not exceed the rate of inflation as determined by the Consumer Price Index for All Urban Consumers (CPI-U) or other comparable index should CPI-U cease to be published.

2. The term of the Agreement is extended through June 30, 2027.
3. Except as expressly amended herein, all provisions of the Contract shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment Number 1 to the Contract has been executed as of the Execution Date.

APPROVED AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

ATLANTIC & PACIFIC DATA CORPORATION

Ahron Hakimi, Executive Director
"Kern COG"

Douglas Bowen
"CONSULTANT"

Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

Brian Van Wyk, Deputy
County Counsel



III. F. COG

June 15, 2022

TO: Kern Council of Government Board of Directors

FROM: Ahron Hakimi
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM III. F.
Resolution Conditionally Committing \$6 Million in Regional Early Action Plan
(REAP 2.0) Funds to the City of Bakersfield

DESCRIPTION

The Regional Early Action Planning Grants of 2021 (REAP) 2.0 are a key part of strategic investments toward a more sustainable, resilient, and inclusive future for people in all areas of the state. Building off of the application submitted by the Kern Council of Governments in December 2022, as approved at the November 17, 2022, Board Meeting, this Resolution conditionally commits \$6 million in Regional Early Action Planning (REAP) 2.0 funds to the City of Bakersfield to support Bakersfield's efforts to secure additional funding for its REAP funded projects. This action furthers Bakersfield's ability to meet the goals of the REAP program and fulfill the activities associated with Kern COG's application. This item has been reviewed by County Counsel.

DISCUSSION

REAP 2.0 provided funds to regional governments to accelerate housing production and facilitate compliance with the 6th cycle of the Housing Element including Regional Housing Needs Assessment (RHNA). REAP 2.0 funds are explicitly intended to meet multiple objectives – infill development, housing for all incomes, vehicle miles traveled (VMT) reduction, and affirmatively furthering fair housing (AFFH). Funds are expected to meet these objectives in ways that lead to transformative policy outcomes and accelerate the implementation of regional and local plans to achieve these goals.

On November 17, 2022, this Board approved the submission of an application to the Department of Housing and Community Development (HCD) in the amount of \$12,670,717 for the Kern region. Included in that application was \$6 million for the Bakersfield Senior Center Affordable Senior Housing and Facility, a two phase 52-unit mixed-use senior affordable housing complex which includes the redevelopment of the existing Bakersfield Senior Center at 530 4th Street and an adjacent vacant lot. This \$6 million is one of a proposed ten sources needed to complete this project. One of the primary sources for phase II of the project is the Transformative Climate Communities program (TCC). Due August 1, 2023, this funding source, if

awarded, would be the catalyst to position phase II of the project to apply and compete for 4% tax credits in 2024 and, from there, begin construction. In addition, it would bring a number of complimentary improvements to the area, including urban greening and transportation improvements, thus furthering the objective of the REAP program.

The resolution before the Board will support the City of Bakersfield's ability to provide an enforceable financial commitment (EFC) to the development team in preparation of the TCC application. As part of the qualification process for TCC, applicants must leverage at least 50% of the total funding request (up to \$29,500,000) in other funding in order to be eligible to apply. As such, REAP funds are a critical part to the City of Bakersfield's upcoming application and our ability to meet leveraging requirements. Tonight's resolution demonstrates this commitment, however, provides conditions that do not bind Kern COG to commit funds to the City of Bakersfield in the event REAP 2.0 funds are not provided to the agency.

Attached for Board consideration is a resolution conditionally committing REAP 2.0 funds to the City of Bakersfield to support application efforts to secure funding through the TCC program.

ACTION

Adopt Resolution No. 23-13 to conditionally commit the City of Bakersfield's portion of the REAP 2.0 funds and authorize the Chair to sign the Resolution. (ROLL CALL VOTE)

BEFORE THE KERN COUNCIL OF GOVERNMENTS
STATE OF CALIFORNIA, COUNTY OF KERN

RESOLUTION 23-13

In the matter of:

RESOLUTION CONDITIONALLY COMMITTING \$6 MILLION IN REGIONAL EARLY ACTION PLANNING 2.0 GRANT FUNDS TO THE CITY OF BAKERSFIELD.

WHEREAS, the Department of Housing and Community Development is authorized to provide up to \$510,000,000 to Metropolitan Planning Organizations and Councils of Government ("Applicant") listed in Health and Safety Code Section 50515.08, subdivisions (a)(1)-(6) under the Regional Early Action Planning grants program (REAP 2.0), as detailed in Health and Safety Code Section 50515.08-10. B; and

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability on July 26, 2022 for REAP 2.0 grants available to Metropolitan Planning Organizations and Councils of Government; C; and

WHEREAS Kern Council of Governments ("COG") as a Metropolitan Planning Organization or Council of Government was eligible to submit a Request for Funds pursuant to Health and Safety Code Section 50515.08(c) to develop and accelerate the implementation of the requirements described in Health and Safety Code section 50515.08(c)(1); and

WHEREAS COG applied in the amount of amount of \$17,280,234.59 for a set-aside allocation of \$12,670,717 for the region as directed by the COG Board of Directors on November 17, 2022, including four projects to receive the set-aside allocation and two additional projects for consideration in the event additional resources are available; and

WHEREAS the Bakersfield Senior Center Affordable Senior Housing and Facility project ("project") was incorporated into the application to receive \$6 million of the regional set-aside for the program; and

WHEREAS it is the intent of the COG to assist the City of Bakersfield ("CITY") to facilitate the development of the Bakersfield Senior Center Mixed-Use Housing Project by granting SIX MILLION DOLLARS (\$6,000,000) in REAP 2.0 funds to support the CITY's ability to support the partnership between the Housing Authority of the County of Kern and the Bakersfield Senior Center ("development team") to complete the proposed project; and

WHEREAS CITY desires a conditional funding commitment from COG to support its ability to facilitate the proposed Bakersfield Senior Center Mixed-Use Housing Project in its pursuit of additional funding resources.

NOW, THEREFORE, BE IT RESOLVED THAT by the Board of Directors of the Kern Council of Governments as follows:

1. The above recitals are true and correct and incorporated herein.
2. The Board of Directors finds and declares that it is necessary and in the best interests of the COG to provide the following commitment to the City of Bakersfield in pursuit of the project as submitted in the COG application for REAP 2.0 funds dated December 21, 2022: Six Million

Dollars (\$6,000,000.00) of REAP 2.0 funds to be awarded at a later date to the development team to undertake the Bakersfield Senior Center Mixed-Use Project.

3. This funding commitment is made with the following conditions:

3.1. CITY shall utilize funds under the resolution exclusively for uses authorized and incorporated into the COG application for funding under the REAP 2.0 program as authorized by the board on November 17, 2022 and submitted by the COG to the Department of Housing and Community Development in the final application dated December 21, 2022.

3.2. Key components of the project's development as enumerated in the COG's application the State of California dated December 21, 2022 shall not change without the COG's approval and observance and compliance with all programmatic requirements as set forth by the Department of Housing and Community Development.

3.3. All REAP 2.0 assisted units shall remain affordable for at least the minimum required affordability period as authorized by the REAP 2.0 program. CITY has represented to COG that CITY is familiar with REAP 2.0 program requirements and shall be responsible for compliance with all applicable program requirements. Further, funds will only be used to support eligible activities as delineated in the REAP 2.0 application and as authorized in the COG's REAP 2.0 application dated December 21, 2022.

3.4. CITY shall take all action necessary to ensure construction of the project does not commence until the development team can demonstrate the project has all the funding committed for the project's construction and permanent financing.

3.5. A preliminary subsidy underwriting and layering review will be completed by the CITY prior to executing a resolution to conditionally commit funds to the development team to support the pursuit of additional resources.

3.6. Upon securing all funding commitments required to pursue the project, CITY will perform a final subsidy underwriting and layering review to confirm project viability and full compliance with REAP 2.0 regulations prior to entering into a written funding agreement with development team overseeing the project. CITY will ensure that any failure to fix any compliance issues identified with the REAP 2.0 program or the City of Bakersfield's underwriting and subsidy-layering review during this review will result in the denial of REAP 2.0 funding for this undertaking.

3.7. CITY shall ensure the development team undertaking the Bakersfield Senior Center Mixed-Use Housing Project do not undertake or commit any funding to choice-limiting actions, including entering into any contracts (including conditional contracts) to undertake such actions prior to the environmental clearance required under the National Environmental Protection Act (NEPA). Any violations of this provision may result in the denial of any funding under this resolution.

3.8. CITY and future REAP recipients of these funds understand that this resolution does not constitute a commitment of funds or site approval, and the commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the City of Bakersfield of an approval of the request for release of funds and certification from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The provision of any funds to the project is conditioned on the City of Bakersfield's determination to proceed with, modify or cancel the project based on the results of the environmental review.

3.9. CITY understands that the award or commitment of REAP 2.0 funds under this resolution, and all other federal and non-federal fund sources, is conditioned upon the receipt of NEPA clearance and the provision of federal assistance under the Housing Choice Voucher program and the HOME Investment Partnership Program.

3.10. Funding under this resolution is conditioned upon approval by the Department of Housing and Community Development of the COG's application for REAP 2.0 funding dated December 21, 2022 and the execution of a funding agreement by the COG and the Department of Housing and Community Development. Once approved, CITY will execute a written agreement with the COG agreeing to the conditions stated herein and any other items deemed necessary to implement the requirements of the REAP 2.0 program and any other applicable local, state, and federal laws.

4. The COG Board of Directors gives authority to the Executive Director or his designee to carry out the direction of this resolution upon the conditions and terms provided herein.

AUTHORIZED AND SIGNED THIS 15th DAY OF JUNE, 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

Bob Smith, Chairman
Kern Council of Governments

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 20th day of April 2023.

Ahron Hakimi, Executive Director
Kern Council of Governments



**Kern Council
of Governments**

July 11, 2023

TO: KERN COUNCIL OF GOVERNMENTS
FROM: AHRON HAKIMI, EXECUTIVE DIRECTOR
SUBJECT: MEETING CANCELLATION NOTICE

The meeting of the Kern Council of Governments Board Meeting scheduled for **Thursday, July 20, 2023, has been cancelled.**

The next regularly scheduled meeting will be Thursday, August 17, 2022. Agenda materials will be mailed approximately one week prior to the meeting.

We hope everyone is having a nice summer. Thank you.

**AGENDA
KERN COUNCIL OF GOVERNMENTS
AUGUST 17, 2023
6:30 P.M.**

PRIMARY MEETING LOCATION

AVAILABLE

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

**SECONDARY MEETING LOCATION
TELECONFERENCING**

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

TPPC/Kern COG Board

Please join my meeting from your computer, tablet or smartphone.

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. ROLL CALL:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Helton, Navarro, Parra, Warney

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

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- III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. **Approval of Minutes – June 15, 2023** (ROLL CALL VOTE)

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **EV Ready Communities Agreement between Kern COG and DKS Associates as funded by the California Energy Commission ARV-20-0101** (Urata)

Comment: EV Ready Communities agreement between Kern COG and DKS Associates to provide funding to develop the 2024 Kern Electric Vehicle Charging Station (EVCS) Blueprint. County Counsel has been provided the agreement for review.

Action: Approve the Agreement between Kern Council of Governments and DKS Associates; authorize Chair to sign. ROLL CALL VOTE.

E. **Local Clearinghouse:**

Applicant: Mojave Air and Space Port

Address: 1434 Flight Line

Mojave, CA 93501-2016

Contact: Timothy Reid

Federal Agency: Office of Local Defense Community Cooperation (DOD)

Catalog No.: 12.600

Title: Defense Community Infrastructure Pilot Program

Description: Mojave Air and Space Port Runway Project

Federal Funds: \$11,430,000.00

Total Funds: \$11,430,000.00

Applicant: Tehachapi Resource Conservation District

Address: 321 W C Street

Tehachapi, CA 93561-2011

Contact: Julia Barraclough

Federal Agency: Natural Resources Conservation Service

Catalog No.: 10.902

Title: 2023 USDA NRCS California Conservation Cooperative Agreements

Description: Natural resource technician to assist the NRCS withing the Tehachapi RCD area to provide technical assistance through planning, systems data management, implementation, and evaluation of NRCS programs.

Federal Funds: 3\$75,000.00

Total Funds: \$75,000.00

Applicant: 3C Capital Fund Inc.

Address: 1527 19th Street, Suite 208
Bakersfield, CA 93301
Contact: Ali Morris

Federal Agency: Department of Commerce (EDA)
Catalog No.: 11.024
Title: 2023 Capital Challenge
Description: Project Fish Tank

Federal Funds: \$500,000.00
Total Funds: \$1,000,000.00

Applicant: Lost Hills Union Elementary School District

Address: P.O. Box 158
Lost Hills, CA 93249-0158
Contact: Fidelina Saso

Federal Agency: Department of Education
Catalog No.: 84.215
Title: Applications for New Awards; Full-Service Community Schools Program
Description: West Kern Consortium (WKC) for Full-Service Community Schools Expansion

Federal Funds: \$15,000,000.00
Total Funds: \$33,319,906.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: NASA Headquarters
Catalog No.: 43.001
Descriptive Title: Building the San Andreas Plate Boundary: Geodynamics and Deformation at the Rapidly Evolving Mendocino Triple Junction

Federal Funds: \$210,101.00
Total Funds: \$210,101.00

Applicant: United Way of Kern County

Address: 1707 Eye Street 3rd Floor
Bakersfield, CA 93301-5208
Contact: Mari Perez-Dowling

Federal Agency: Department of Education
Catalog No.: 84.215
Descriptive Title: Building and Advancing Full-Service Community Schools in Kern County, California

Federal Funds: \$2,500,000.00
Total Funds: \$4,193,695.52

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)

A. Warrant Register

B. Timeline

VIII. MEMBER STATEMENTS: On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

IX. CLOSED SESSION:

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be September 21, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for June 15, 2023

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
June 15, 2023
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, Blades, Crump, Creighton, Krier, Prout, Reyna, Scrivner, B. Smith, Vasquez, Murillo

Congestion Management Agency Ex-Officio Members: Parra, Warney, Navarro, Helton

Members Absent: P. Smith

Others: Ritter, Franz, Boyd, Cater, Chavez, Parker

Staff: Hakimi, Napier, Snoddy, Pacheco, Enriquez, Ball, Stramaglia, Flickinger, Urata, VanWyk

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.

Chairman Smith asked for public comments. There were none.

- III. CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – May 18, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Authorization to Award Contract – 2023 Transportation Model Support
(Flickinger)

Comment: A proposed contract with DKS Associates has been negotiated for \$55,000 for up to 5 years to provide professional services under the Kern On-Call Transportation Model Support Contract.

Action: Approve contract and authorize Chairman to sign. ROLL CALL VOTE

E. Contract Amendment – Kern County Traffic Count Study 2021 (Flickinger)

Comment: A proposed contract amendment with Atlantic & Pacific Data Corporation has been negotiated to increase the compensation rates while maintaining budget

levels approved in the Overall Work Plan.

Action: Approve the Atlantic & Pacific contract amendment and authorize the Chairman to sign. ROLL CALL VOTE

F. Resolution Conditionally Committing \$6 million in Regional Early Action Plan (REAP 2.0) Funds to the City of Bakersfield (Napier)

Comment: The Regional Early Action Planning Grants of 2021 (REAP) 2.0 are a key part of strategic investments toward a more sustainable, resilient, and inclusive future for people in all areas of the state. Building off of the application submitted by the Kern Council of Governments in December 2022, as approved at the November 17, 2022, Board Meeting, this Resolution conditionally commits \$6 million in Regional Early Action Planning (REAP) 2.0 funds to the City of Bakersfield to support Bakersfield's efforts to secure additional funding for its REAP funded projects. This action furthers Bakersfield's ability to meet the goals of the REAP program and fulfill the activities associated with Kern COG's application.

Action: Adopt Resolution No. 23-13 to conditionally commit the City of Bakersfield's portion of the REAP 2.0 funds and authorize the Chair to sign the Resolution. ROLL CALL VOTE

G. Local Clearinghouse:

Applicant: Panama-Buena Vista Union School District

Address: 4200 Ashe Road
Bakersfield, CA 93313-2029
Contact: Brooke McKnight

Federal Agency: Community Oriented Policing Services
Catalog No.: 16.710
Title: FY23 COPS School Violence Prevention Program
Description: Panama-Buena Vista Union School District School Safety Project

Federal Funds: \$500,000.00
Total Funds: \$667,000.00

Applicant: County of Kern

Address: 1115 Truxtun Avenue
Bakersfield, CA 93301-4630
Contact: Amanda Ruiz

Federal Agency: Bureau of Justice Assistance
Catalog No.: 16.606
Title: State Criminal Alien Assistance Program
Description: BJA FY 2021 State Criminal Alien Assistance Program

Federal Funds: \$550,000.00
Total Funds: \$550,000.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

MOTION BY DIRECTOR SCRUVBER TO APPROVE CONSENT AGENDA ITEMS A THROUGH G, SECOND BY DIRECTOR COUCH, MOTION CARRIED WITH A

UNANIMOUS ROLL CALL VOTE.

IV. **CONGESTION MANAGEMENT AGENCY: (None)**

V. **KERN MOTORIST AID AUTHORITY: (None)**

VI. **MEETING REPORTS: (None)**

VII. **EXECUTIVE DIRECTOR'S REPORT:**

Executive Director Hakimi made the following report:

Mr. Hakimi reported that the meeting of July 20 will be dark. The next meeting will be August 17, 2023. Mr. Hakimi also reported that this is Joe Stramaglia's final Board meeting as he is retiring prior to the August meeting. The Board congratulated Mr. Stramaglia on his retirement and thanked him for his service to Kern COG.

VIII. **MEMBER STATEMENTS:**

IX. **CLOSED SESSION:**

None.

X. **ADJOURNMENT:** Seeing no other comments the meeting adjourned at 7:10 p.m. **NEXT MEETING – August 17, 2023.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

August 17, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

By: Linda Urata
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. D.
EV Ready Communities Agreement between Kern COG and DKS Associates as funded by the
California Energy Commission ARV-20-0101

DESCRIPTION:

EV Ready Communities agreement between Kern COG and DKS Associates to provide funding to develop the 2024 Kern Electric Vehicle Charging Station (EVCS) Blueprint. County Counsel has been provided the agreement for review.

DISCUSSION:

During the California Energy Commission (CEC) Business Meeting held on January 26, 2022, the commissioners approved augmenting the initial agreement with Kern COG by (1) increasing the award to the requested \$2.5 million (an increase of \$1,792,485), (2) increasing the matching fund requirement to \$833,377, (3) extending the term of the agreement to December 31, 2024, (4) revising the Scope of Work, and (5) revising the Schedule of Products. The Scope of Work comprises the installation of charging stations throughout Kern County, workforce development, developing electric ridesharing services in Bakersfield and Ridgecrest, conducting outreach to increase EV awareness, data collection and analysis, hire a consultant to complete program management, reporting, and outreach tasks and updating the 2019 Kern EVCS Blueprint by producing a 2024 Kern EVCS Blueprint.

In producing the 2024 EVCS Blueprint, DKS will address the following key technical objectives.

- Updating and mapping existing EV charging station locations
- Projecting charger needs for 2030, 2035, and 2050
- Updating goals and strategies to align with regional planning and programming
- Updating goals and tracking processes
- Increasing the region's competitiveness for state and/or federal funding opportunities.

Under the agreement, DKS will receive \$200,000 to evaluate the 2019 Kern EVCS Blueprint implementation and to produce the 2024 Kern EVCS Blueprint. The start date for the agreement is August 17, 2023, and the termination date is October 31, 2024.

Staff requests approval of the agreement.

ACTION: Approve the Agreement between Kern Council of Governments and DKS Associates; authorize Chair to sign. ROLL CALL VOTE.



**Kern Council
of Governments**

September 13, 2023

TO: KERN COUNCIL OF GOVERNMENTS BOARD MEETING
FROM: AHRON HAKIMI, EXECUTIVE DIRECTOR
SUBJECT: MEETING CANCELLATION NOTICE

The meeting of the Kern Council of Governments Board scheduled for **Thursday, September 21, 2023, has been cancelled.**

The next regularly scheduled meeting will be Thursday, October 19, 2023.
Agenda materials will be posted approximately one week prior to the meeting.

Thank you.

AGENDA
KERN COUNCIL OF GOVERNMENTS
October 19, 2023
6:30 P.M.

PRIMARY MEETING LOCATION

AVAILABLE

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

SECONDARY MEETING LOCATION
TELECONFERENCING

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

TPPC/Kern COG Board

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. ROLL CALL:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Helton, Navarro, Parra, Warney

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

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- III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. **Approval of Minutes – August 17, 2023** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Regional Early Action Planning Grant Program (REAP) Funding** (Napier)

Comment: Kern Council of Governments (COG) will soon be receiving an additional allocation of Regional Early Action Planning (REAP) funding. The amount to be allocated at this time to Kern COG is \$924,200. The Regional Planning Advisory Committee has reviewed this item.

Action: Approve the sub-allocation of \$924,200 in REAP funding as depicted in Exhibit A and recommended by the Regional Planning Advisory Committee. ROLL CALL VOTE.

E. **2024-2050 Growth Forecast Consultant Contact Approval** (Davisson)

Comment: Every 4-years a consulting economist is retained through a publicly advertised request for proposal process to update the regional growth forecast, with this year's contract being negotiated with PlaceWorks not to exceed \$47,466. This contract has been reviewed by County Counsel.

Action: Approve the consultant selection of PlaceWorks to develop the 2024-2050 Growth Forecast Update and authorize Chair to sign the contract. ROLL CALL VOTE

F. **Local Clearinghouse:**

Applicant: West Coast BioFuel, LLC

Address: 34710 7th Standard Road, Suite 720

Bakersfield, CA 93314

Contact: Andrea Wogsland

Federal Agency: Rural Business-Cooperative Service

Catalog No.: 10.754

Title: The Higher Blends Infrastructure Incentive Program (HBIIP)

Description: West Coast Biofuel is presenting this application as an eligible project for a fuel distribution facility. This new facility will complement our existing business model; a blending, sales, distribution, and logistics company in the bio-fuel sector.

Federal Funds: \$1,207,056.00

Total Funds: \$2,564,056.00

Applicant: City of Ridgecrest

Address: 100 W. California Avenue

Ridgecrest, CA 93555-4054

Contact: Aaron Scott Tucker

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
Local Solicitation

Description: The Ridgecrest Police Department is applying for this DOJ Byrne Grant
in order to provide funding to continue our radio encryption project,
MDT communications, and bullet proof vest program.

Federal Funds: \$12,967.00

Total Funds: \$12,967.00

Applicant: City of Arvin

Address: 200 Campus Drive

Arvin, CA 93203-1008

Contact: Alex Ghazalpour

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program –
Local Solicitation

Description: To implement a city-wide mass notification and alerting platform and to
upgrade out-dated policing equipment.

Federal Funds: \$15,831.00

Total Funds: \$15,831.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway

Arvin, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Department of Education

Catalog No.: 84.116

Title: FIPSE Postsecondary Student Success Grant Program (PSSG)

Description: CSUB Technology Engagement Center

Federal Funds: \$2,765,982.00

Total Funds: \$3,046,035.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)

A. Warrant Register

B. Timeline

VIII. MEMBER STATEMENTS: On their own initiative, Council members may make a brief

announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

IX. CLOSED SESSION: None.

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be November 16, 2023.

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for August 17, 2023

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
August 17, 2023
6:30 P.M.

The meeting was called to order by Chairman Smith at 6:58 p.m.

I. ROLL CALL:

Members Present: Ayon, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Parra, Warney, Navarro, Helton

Members Absent: Couch, Blades, Creighton

Others: Renteria, Franz, Weitzmann

Staff: Hakimi, Ball, Campbell, Invina-Jayasiri, Pacheco, Snoddy, Enriquez, Urata, Banuelos, Van Wyk

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Chairman Smith asked for public comments. There were none.

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A. Approval of Minutes – June 15, 2023

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C. Response to Public Comments

D. EV Ready Communities Agreement between Kern COG and DKS Associates as funded by the California Energy Commission ARV-20-0101 (Urata)

Comment: EV Ready Communities agreement between Kern COG and DKS Associates to provide funding to develop the 2024 Kern Electric Vehicle Charging Station (EVCS) Blueprint. County Counsel has been provided the agreement for review.

Action: Approve the Agreement between Kern Council of Governments and DKS Associates; authorize Chair to sign. ROLL CALL VOTE.

E. Local Clearinghouse:

**Applicant: Mojave Air and Space Port
Address: 1434 Flight Line
Mojave, CA 93501-2016
Contact: Timothy Reid**

**Federal Agency: Office of Local Defense Community Cooperation (DOD)
Catalog No.: 12.600
Title: Defense Community Infrastructure Pilot Program
Description: Mojave Air and Space Port Runway Project**

**Federal Funds: \$11,430,000.00
Total Funds: \$11,430,000.00**

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Contact: Julia Barraclough**

**Federal Agency: Natural Resources Conservation Service
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Title: 2023 USDA NRCS California Conservation Cooperative Agreements
Description: Natural resource technician to assist the NRCS withing the Tehachapi RCD area to provide technical assistance through planning, systems data management, implementation, and evaluation of NRCS programs.**

**Federal Funds: 3\$75,000.00
Total Funds: \$75,000.00**

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Address: 1527 19th Street, Suite 208
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Contact: Ali Morris**

**Federal Agency: Department of Commerce (EDA)
Catalog No.: 11.024
Title: 2023 Capital Challenge
Description: Project Fish Tank**

**Federal Funds: \$500,000.00
Total Funds: \$1,000,000.00**

**Applicant: Lost Hills Union Elementary School District
Address: P.O. Box 158
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Contact: Fidelina Saso**

**Federal Agency: Department of Education
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Description: West Kern Consortium (WKC) for Full-Service Community Schools Expansion**

**Federal Funds: \$15,000,000.00
Total Funds: \$33,319,906.00**

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Contact: Daphne Evans

Federal Agency: NASA Headquarters
Catalog No.: 43.001
Descriptive Title: Building the San Andreas Plate Boundary: Geodynamics and Deformation at the Rapidly Evolving Mendocino Triple Junction

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Contact: Mari Perez-Dowling

Federal Agency: Department of Education
Catalog No.: 84.215
Descriptive Title: Building and Advancing Full-Service Community Schools in Kern County, California

Federal Funds: \$2,500,000.00
Total Funds: \$4,193,695.52

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

MOTION BY DIRECTOR SCRIVNER TO APPROVE CONSENT AGENDA ITEMS A THROUGH E, SECOND BY DIRECTOR P. SMITH, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi made the following report:

Mr. Hakimi reported that over the past month he has met with Congressman Valadao's staff, Congressman Obernolte's staff and Congressman McCarthy's staff. I will be in Washington DC the second week of September for three days and will have meetings with all our Congressmen and our two Senators. I am trying to arrange a meeting with US DOT staff and the Speaker's office to advocate directly for a grant being submitted tomorrow by Caltrans.

VIII. MEMBER STATEMENTS:

Chairman Bob Smith stated he will be attending the League of Cities meeting in September and will not be able to attend the September 21st TPPC/Board Meeting. Several Board members (Wasco, Shafter, and Delano) and their alternates) will also be attending the

League of Cities meeting. Kern COG staff will need to determine whether to reschedule or cancel the September meeting.

IX. CLOSED SESSION:

None.

X. ADJOURNMENT: Seeing no other comments the meeting adjourned at 7:04 p.m. **NEXT MEETING – September 21, 2023. (May be dark)**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

October 19, 2023

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. D.
REGIONAL EARLY ACTION PLANNING GRANT PROGRAM (REAP) FUNDING

DESCRIPTION:

Kern Council of Governments (COG) will soon be receiving an additional allocation of Regional Early Action Planning (REAP) funding. The amount to be allocated at this time to Kern COG is \$924,200. The Regional Planning Advisory Committee has reviewed this item.

DISCUSSION:

On March 31, 2021, the Regional Planning Advisory Committee (RPAC) voted to recommend to the Kern COG Board Sub-Allocation of the first round of REAP funding. As the RPAC will recall, the sub-allocation was done by population with a minimum funding of \$10,000. Attached as information is Exhibit B delineating the amounts allocated for each member agency in 2021.

During past meetings, the RPAC discussed the new requirements for Housing Elements including a program that Affirmatively Furthers Fair Housing (AFFH) and promotes housing opportunities throughout the community for protected classes, conducting an assessment of Fair Housing, preparing a Land Inventory and identification of sties through the lens of AFFH, and required CEQA reviews for small to medium sized cities. Consensus from public sector planners is that it will take \$200,000 to \$500,000 to complete housing elements even in small and medium sized cities. With the upcoming additional allocation of \$924,200 Kern COG staff and the Regional Planning Advisory Committee is recommending the following:

1. Kern COG be allocated 5% of the funding for administrative tasks,
2. The remainder of the funds be allocated equally among the member agencies.

Attached for your review is Exhibit A depicting the staff and Regional Planning Advisory Committee recommendation.

Uses of REAP Sub-Allocation funds require:

- Funds must be used for housing planning activities.

- Activities must demonstrate a nexus to increasing housing and accelerating housing production.
- Eligible activities under Sub-allocations may be coordinated or combined with LEAP pursuant to Health and Safety Code section 50515.03.
- Eligible activities under Sub-allocations may be used to establish Pro-housing Policies pursuant to Government Code section 65589.9.
- Sub-allocation for housing-related planning activities shall include but are not limited to:
 - o Technical assistance in improving housing permitting processes, tracking systems, and planning tools.
 - o Establishing regional or countywide housing trust funds for affordable housing (e.g., planning activities and processes, guidelines, charters).
 - o Performing infrastructure planning, including sewers, water systems, transit, roads, or other public facilities necessary to support new housing and new residents.
 - o Performing feasibility studies to determine the most efficient locations to site housing consistent with Government Code sections 65040.1 (State Planning Priorities) and 65080 (regional transportation plans).
 - o Covering the costs of temporary staffing or consultant needs associated with eligible activities.
 - o Providing jurisdictions and other local agencies with technical assistance, planning, temporary staffing, or consultant needs associated with updating local planning and zoning documents, expediting application processing, and other actions to accelerate additional housing production.

ACTION:

Approve the sub-allocation of \$924,200 in REAP funding as depicted in Exhibit A and recommended by the Regional Planning Advisory Committee. ROLL CALL VOTE.

EXHIBIT A

REAP Phase III Sub Allocation			
	5% Admin.	Sub Allocate to Member Agencies	Equal Shares
\$ 924,200	\$ 46,210.04	\$ 877,990	
Arvin			\$ 73,165.83
Bakersfield			\$ 73,165.83
Cal City			\$ 73,165.83
Delano			\$ 73,165.83
Maricopa			\$ 73,165.83
McFarland			\$ 73,165.83
Ridgecrest			\$ 73,165.83
Shafter			\$ 73,165.83
Taft			\$ 73,165.83
Tehachapi			\$ 73,165.83
Wasco			\$ 73,165.83
Kern County			\$ 73,165.83
Total	\$ 46,210.04		\$ 877,989.96

\$ 924,200.00

EXHIBIT B

KERN COG INITIAL REAP ALLOCATION \$1,001,370.41

			Initial Allocation
Kern COG Regional Housing Activities			
Grant Administration < 5%		50,000	
RHNA Consultant		90,000	
Visualizations/Modeling		35,000	
Salaries Benefits/Supplies Directly Related to Carrying Out Eligible Activities		128,031.32	
Sub-total		303,031.32	303,031.32
Local Jurisdiction Formula Distribution			
City	Population	Percent	REAP Funds
Arvin	22,178	2.45%	16,609
bakersfield	389,211	42.97%	291,476
Cal city	15,000	1.66%	11,233
Delano	53,936	5.95%	40,392
Maricopa	1,240	Minimum Allocation	10,000
McFarland	15,242	1.68%	11,415
Ridgecrest	29,712	3.28%	22,251
Shafter	20,886	2.31%	15,641
Taft	9,430	Minimum Allocation	10,000
Tehachapi	13,668	1.51%	10,236
Wasco	27,955	3.09%	20,935
Unincorporated	318,006	35.11%	238,151
Sub-total	916,464	100.00%	698,339.09
Total Initial Allocation			1,001,370.41



III. E. COG

October 19, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

By: Karl Davisson, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.
2024-2050 GROWTH FORECAST CONSULTANT CONTRACT APPROVAL

DESCRIPTION:

Every 4-years a consulting economist is retained through a publicly advertised request for proposal process to update the regional growth forecast, with this year's contract being negotiated with PlaceWorks not to exceed \$47,466. This contract has been reviewed by County Counsel.

DISCUSSION:

Kern COG's regional growth forecast is essential to many of Kern COG's planning efforts. The 2017 California Regional Transportation Plan (RTP) Guidelines prepared pursuant to Government Code, §14522, list the third step to be undertaken in the development of the RTP as follows: "Forecasting future population and employment growth". Updating the regional growth forecast is a critical step in moving forward with the preparation of Kern COG's next RTP.

The regional growth forecast is also referenced by Kern COG's member agencies for a variety of planning related tasks, such as: environmental impact analysis/reports, transportation models/impacts, assessing impact fees, determining need for services/infrastructure/utilities, and numerous planning studies.

Kern COG solicited proposals and advertised a request for proposal (RFP) for the update to Kern COG's growth forecast. The RFP was released on June 16th, 2023 and submittals were due 31 days later, on July 19th, 2023. Due to administrative needs and Kern COG Board calendar conflicts this item's anticipated adoption has been delayed to this date.

Kern COG received detailed inquiries about submitting a proposal from several reputable vendors. Ultimately only PlaceWorks, based in Santa Ana, CA, chose to submit a proposal. That proposal was deemed more than sufficient. PlaceWorks successfully provided the update to the Regional Growth Forecast in 2015. Kern COG staff was highly satisfied with PlaceWorks work

product at that time. The consultant reviewing team, that will also make up the core of the project steering committee, was made up of staff from the cities of Arvin and Shafter, the Kern Economic Development Corporation (KEDC), along with Kern COG staff. Project completion by March 31st, 2024 is anticipated. Kern COG staff recommend approval of this contract.

ACTION:

Approve the consultant selection of PlaceWorks to develop the 2024-2050 Growth Forecast Update and authorize the Chair to sign the contract. ROLL CALL VOTE.

CONTRACT BETWEEN
THE KERN COUNCIL OF GOVERNMENTS
AND
PLACEWORKS

THIS CONTRACT, made and entered into this 19th day of October 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and PlaceWorks hereinafter referred to as "Consultant."

Recitals

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, Kern COG, needs to obtain growth forecast services to aid in the development of its transportation model and Regional Transportation Plan; and

WHEREAS, Kern COG's member agencies can use the growth forecast for a variety of planning related tasks; and

WHEREAS, Kern COG staff have solicited and reviewed proposals, and determined that Consultant is best suited to provide the services; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract;

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit "A"; Scope of Work, Exhibit "B"; Schedule, Exhibit "C" Budget/Cost Proposal; and Exhibit "D" Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated July 19, 2023 for the delivery of products as specified in the Scope of Work, attached hereto as **Exhibit "A,"** according to the Schedule, attached hereto as **Exhibit "B,"** and Budget/Cost Proposal, attached hereto as **Exhibit "C."** During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Karl Davisson, Regional Planner
Consultant: Steven Gunnells, Chief Economist

III. Term

Time is of the essence in this contract. The term of this contract is October 19, 2023 through June 30, 2024 unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in **Exhibit "B,"** Schedule.



Consultant services and reimbursements beyond \$47,466, are subject to the inclusion and funding agency approval of this project in Kern COG's 2023-24 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.

IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein, shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days' notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant and shall be effective as of the date of the amending document, unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$47,466, to be billed in accordance with **Exhibit "C,"** Costs. The total sum billed under this contract may not exceed including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 604.2 as identified on the FY 2023-2024 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65.00/day meals; \$225/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B. above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

- A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.
- B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
 2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.
- C. Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.

XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14).

XVI. Publication

A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

B. The following acknowledgment of FHWA'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 Highway Administration, under the authority of Section 148 of Title 23, United States Code (23 U.S.C §148)"

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVIII. Hold Harmless

Consultant agrees to indemnify, defend and hold harmless Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of Kern COG Counsel and counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, to the extent which they arise out of or are in any way connected with any negligent act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

Without limiting Kern COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
- B. Comprehensive automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned,

leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.

- C. Professional liability insurance of at least \$1,000,000 per occurrence and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers, agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.

In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not

be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.
- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended



from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit D, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or
 - 2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49



CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

Title 49 CFR, Part 26, entitled, Participation by DBEs in Department of Transportation Financial Assistance Programs, describes a race neutral measure or program as one that is, or can be, used to assist all small businesses. Race-neutral includes gender-neutrality. On the other hand, a race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:

- Withholding monthly progress payments.
- Assessing sanctions.
- Liquidated damages.
- Disqualifying the contractor from future bidding as non-responsible.

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

Prompt Payment Clauses

Prompt Progress Payment to Subcontractors - A prime contractor or subcontractor shall pay to any subcontractor not later than 10-days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-day rule is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors - The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on

these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30-days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor.

This clause applies to both DBE and non-DBE subcontractors.

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. Ahron Hakimi,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

Steve Gunnells
Chief Economist
3 MACARTHUR PLACE, SUITE 1100
SANTA ANA, CA 92707

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents, employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be effected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

XXXI. 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 PlaceWorks have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

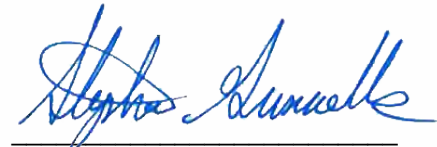
Ahron Hakimi, Executive Director
Kern Council of Governments

David Couch, Acting Chair
"Kern COG"

APPROVED AS TO FORM:

PLACEWORKS

Brian Van Wyk, Deputy
Kern County Counsel



Stephen Gunnells
Chief Economist

PlaceWorks

Exhibit A

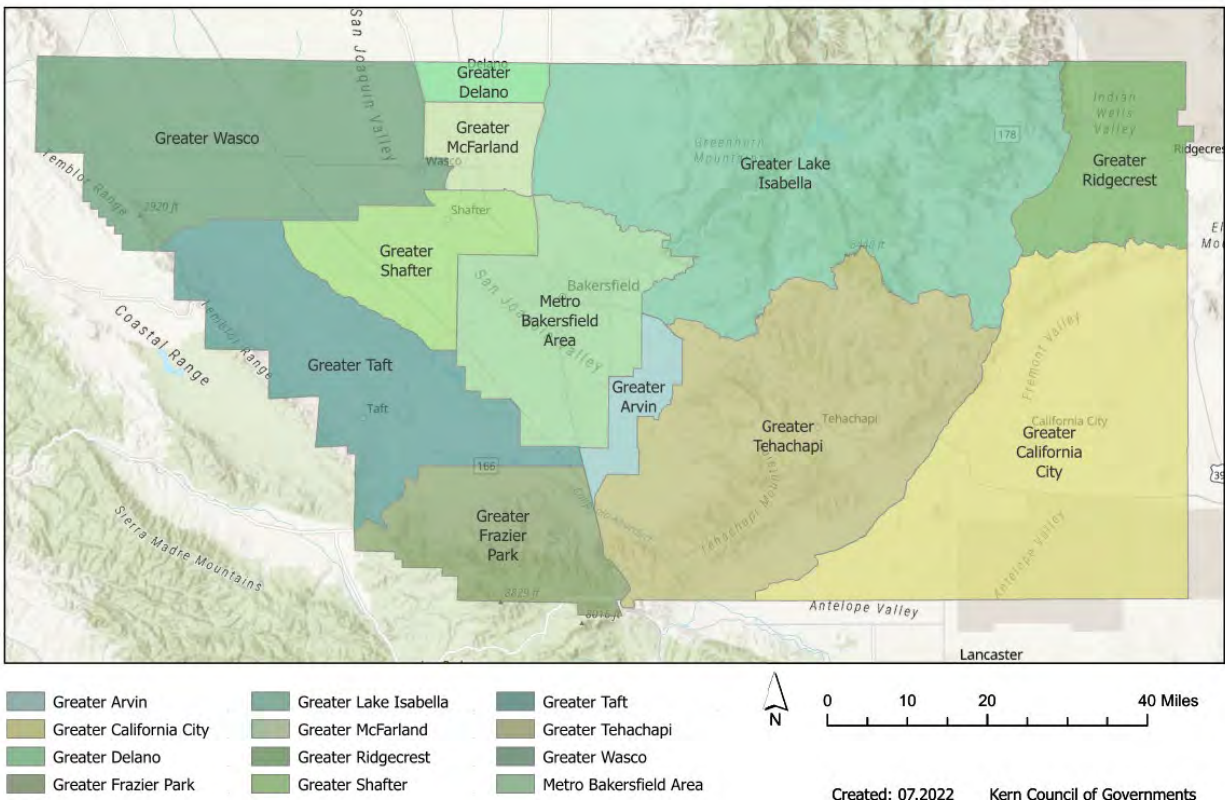
SCOPE OF WORK

The June 16, 2023 RFP titled Kern Council of Governments 2024-2050 Growth Forecast Update is incorporated into the scope of work by reference. The scope of work as proposed by PlaceWorks below including Task 3.1 is acceptable except as listed below:

Task 3.1 will instead analyze the twelve (12) Kern COG Regional Statistical Area (RSA) Subregions shown in the map below.

Additionally, the words “local-area”, “subregion”, “Regional Statistical Area” and “RSA” may be used interchangeably in this scope of work and in correspondence to refer to the areas on the Regional Statistical Area Subregions map on this page:

Regional Statistical Area (RSA) Subregions



Task 1. Project Management

1.1 Project Start-Up Meeting

PlaceWorks will conduct a kick-off meeting with the project steering committee. The meeting will clarify project expectations, finalize scope-of-work and project-schedule issues, and review intended data sources data needs. We will also discuss the status of high-speed rail and other

major projects that might influence future growth and development to identify the degree that these should be reflected in the forecasts. PlaceWorks will provide summary notes from the kick-off meeting and a refined scope-of-work and/or schedule if needed.

Task 1.2 Progress Meetings

PlaceWorks will conduct bi-weekly progress meetings in an online format with Kern COG staff and members of the project steering committee, if appropriate. These meetings will likely be brief in the first month of the project and then longer thereafter as there is more in-progress work to discuss. PlaceWorks will provide summary notes of the progress meetings.

Task 1.3 Project Steering Committee and Presentation Meetings

In addition to the project start-up meeting (Task 1.1), PlaceWorks envisions four in-person presentations during the course of the project:

Preliminary Countywide Forecast. At this meeting, PlaceWorks will present the preliminary countywide forecasts and discuss the forecast model and methodology. We will revise the preliminary countywide forecasts based on input from this review meeting and one round of consolidated written comments from Kern COG staff.

Administrative Draft Report. At this meeting, PlaceWorks will present the administrative draft report. We will revise the draft report based on input from this meeting and one round of consolidated written comments from Kern COG staff.

Final Report Presentations (2). PlaceWorks will conduct two formal presentations of the final report. Based on the RFP, it is assumed that there will be one presentation to the Transportation Technical Advisory Committee and one presentation to the Transportation Planning and Policy Committee. PlaceWorks will provide digital copies of the PowerPoint presentation to Kern COG staff.

Task 2. Countywide Forecasts

PlaceWorks will assemble and analyze the necessary data and create an Excel spreadsheet model to generate forecasts for each of the socioeconomic characteristics that Kern COG identifies in Section III, items (a) through (k) of the RFP.

Task 2.1 Primary Forecasts

The model will provide a series of projections for the primary forecasts—population, households, housing, and employment. We will evaluate these relative to the current 2020–2050 Regional Growth Forecast, CA Department of Finance projections, CA Employment Development Department projections, and other relevant forecasts. We will review the projections and the evaluation with Kern COG staff during a biweekly progress call.

As part of the projections for the primary forecasts, PlaceWorks will develop a migration model component.

This model will reflect our analysis of CA Department of Finance migration estimates, the Census Bureau's County-to-County Migration Flows data, and the Public Use Microdata Set. We will also incorporate a qualitative evaluation of the potential impact of remote-working migration.

Task 2.2 Remaining Forecasts

Once the primary forecasts are determined, we will revise the model to provide specific forecasts for the remaining socioeconomic characteristics. These remaining forecasts will be discussed in a weekly progress meeting and revised as appropriate.

Task 2.3 Final Countywide Forecasts

As discussed under Task 1, PlaceWorks will present the countywide forecasts to the project steering committee and finalize the forecasts based on input from that meeting and consolidated written comments from Kern COG staff.

Task 3. Local-Area Forecasts

Task 3.1 Local-Area Forecasts

Using the countywide forecasts as a basis, PlaceWorks will develop local-area forecasts for population, households, housing, and employment for each of the twelve Regional Statistical Areas (RSAs) in the county using CA Department of Finance, and Census Bureau data. The local area forecasts will be based on a shift-share analysis for each jurisdiction relative to the countywide total. These forecasts can be provided as a range to reflect the uncertainty inherent in the underlying data and long-term forecasts for small areas and to accommodate leeway for jurisdictions that may invest more or invest less in public infrastructure to accommodate growth and development in the future.

PlaceWorks will review the local-area forecasts with Kern COG staff during a biweekly progress call and make revisions as appropriate. The local-area forecasts would be presented to the Project Steering Committee along with the countywide forecasts.

Task 4. Project Report

Task 4.1 Draft Report

PlaceWorks will prepare an administrative draft report for the project. The report can be expected to include:

Executive Summary. The executive summary will provide a brief overview of the project, the key forecasts, a concise summary of the findings, and a discussion of the implications for planning and development. The Executive Summary will be sufficiently detailed to stand on its own.

Introduction. National and regional demographic and economic trends will be discussed and compared with Kern County. The introduction will also provide a discussion of migration trends specific to Kern County.

Model Description. This section will provide an understandable and succinct breakdown of the model, an assessment of the data incorporated into the model, and the project methodology.

Countywide Growth Forecast. This section will present high level and detailed descriptions of each forecast. It will compare and contrast the new forecast to the current forecast and forecast from the California Department of Finance.

Local-Area Forecasts. This section will present the forecasts for population, households, housing, and employment in each of the 11 cities and the unincorporated area of Kern County. This section will also describe the similarities and differences in forecast growth in rural and urban areas of Kern County.

Implications. The final section will discuss the implications of the forecasts on planning and development in general, and specifically on the Sustainable Communities Strategy and the Regional Transportation Plan.

We will submit the administrative draft report in a digital format and review it with Kern COG staff in a progress meeting. As discussed under Task 1, we will conduct a presentation of the administrative draft report to the Project Steering Committee.

Task 4.2 Final Report

Based on input from the review meeting and one round of consolidated written comments, we will submit a screencheck draft of the growth forecast model, the report, and a PowerPoint presentation of the report to the Kern COG project manager for a final review. Upon receipt of comments from the project manager, we will prepare the final version of the growth forecast model, the final report, and the PowerPoint presentation.

As discussed in Task 1, we will conduct two formal presentations of the final report to the Transportation Technical Advisory Committee and the Transportation Planning and Policy Committee.

Deliverables Summary

Unless indicated otherwise below, the proposed budget assumes that all deliverables will be submitted electronically to the Kern COG project manager, typically in an Adobe PDF format or a Microsoft Excel spreadsheet. In addition, we will provide a digital copy of any presentations we prepare for meetings with the project steering committee.

Task 1 Deliverables

- Summary notes for project kick-off meeting, biweekly progress meetings, forecasts presentations
- Refined scope of work/schedule, if changes are determined at the project kick-off meeting
- Digital copies of PowerPoint presentations
- Two in-person presentation/work sessions with the Project Steering Committee
- Two in-person presentations of the final report

Task 2 Deliverables

- Draft summary of the countywide forecasts to review with Kern COG staff
- Final summary report of the countywide forecasts and draft PowerPoint presentation
- In-person presentation to the Project Steering Committee (included in the budget under Task 1)

Task 3 (Optional) Deliverables

- Draft summary of the local-area forecasts to review with Kern COG staff
- Final summary report of the local-area forecasts and draft PowerPoint presentation

Task 4 Deliverables

- Administrative draft report
- In-person presentation to the Project Steering Committee (included in the budget under Task 1)
- Screencheck draft report, Excel spreadsheet model, draft PowerPoint presentation
- Final report, final PowerPoint Presentation
- Two in-person presentations of the final report (included in the budget under Task 1)

EXHIBIT B

Proposed Schedule

Schedule

	Oct	Nov	Dec	Jan	Feb	Mar
TASK 1. PROJECT MANAGEMENT						
1.1 Project Start-up Meeting	0			0	0	
1.2 Progress Meetings	•	•	•	•	•	
1.3 Project Steering Committee and Presentation Meetings						0 0
TASK 2. COUNTYWIDE FORECASTS						
2.1 Primary Forecasts						
2.2 Remaining Forecasts						
2.3 Final Countywide Forecasts						
TASK 3. SUB-REGION FORECASTS (OPTIONAL)						
Local Area Forecasts						
TASK 4. FINAL REPORT						
4.1 Draft Report						
4.2 Final Report						

0 In-person Meeting

• Deliverable

THE PLACEWORKS TEAM

Kern Council of Governments 2024-2050 Growth Forecast Update

COST PROPOSAL

Task	Hourly Rate:	PLACEWORKS						WP/Regular Graphics	WP/Annual Printing	WP/Other	Place-Works Hours	Place-Works Labor Total	TOTAL TASK BUDGET
		DRUNKER	GUNNELLS	WITTER	SCOTT	HENKEWITZ	GUY						
		Principal	Chief Scientist	Associate	Planner	GIS Manager, So Cal	GIS Coordinator						
Task	Hourly Rate:	\$260	\$245	\$170	\$125	\$205	\$155						
TASK 1. PROJECT MANAGEMENT													
1.1 Project Start-Up Meeting			4	4							8	\$1,660	\$1,693
1.2 Progress Meetings		2	8	8							18	\$3,840	\$3,917
1.3 Project Steering Committee and Presentation Meetings			16								16	\$3,920	\$3,998
Task 1, Subtotal		2	28	12	0	0	0	0	0	0	42	\$9,420	\$9,608
TASK 2. COUNTYWIDE FORECASTS													
2.1 Primary Forecasts		2	8	32	24	2	2				70	\$13,640	\$13,873
2.2 Remaining Forecasts			8	24	24						56	\$9,040	\$9,223
2.3 Final Countywide Forecasts			2	4	4						10	\$1,670	\$1,703
Task 2, Subtotal		2	18	60	52	2	2	0	0	0	136	\$22,350	\$22,797
TASK 3. PROJECT REPORT													
3.1 Draft Report			8	12					4		24	\$4,540	\$4,631
3.2 Final Report			2	8							8	\$1,170	\$1,193
Task 3, Subtotal		0	10	16	0	0	0	0	4	0	30	\$5,710	\$5,824
Labor Hours Total		4	56	88	52	2	2	0	4	0	208		\$38,230
Labor Dollars Total		\$1,040	\$13,720	\$14,960	\$6,500	\$410	\$310	\$0	\$540	\$0		\$17,480	
PlaceWorks Percent of Total Labor		1.9%	26.9%	42.3%	25.0%	1.0%	1.0%	0.0%	1.9%	0.0%	100.0%		
Subconsultants Reimbursable Expenses													0
PlaceWorks Reimbursable Expenses													\$1,015
REIMBURSABLE EXPENSES TOTAL													\$1,015
2% of Labor for Office Expenses													\$750
GRAND TOTAL													\$39,245
TASK 3. LOCAL-AREA FORECASTS (OPTIONAL)													
3.1 Local-Area Forecasts		2	8	24	12						46	\$8,060	\$8,221
Task 3, Subtotal		2	8	24	12	0	0	0	0	0	46	\$8,060	\$8,221

Budget/Cost Proposal

EXHIBIT C

Exhibit D

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29 DEBARMENT AND SUSPENSION CERTIFICATION

- 1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors and subrecipients:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses listed in sub paragraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (federal, state, or local) terminated for cause or default.
- 2) The Applicant also certifies that, if Applicant later becomes aware of any information contradicting the statements of paragraph (1) above, it will promptly provide that information to Kern Council of Governments.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.



PLACEWORKS

9-20-23

Date

**AGENDA
KERN COUNCIL OF GOVERNMENTS
November 16, 2023
6:30 P.M.**

PRIMARY MEETING LOCATION

AVAILABLE

Kern Council of Governments
Board Room
1401 19th Street, Suite 300
Bakersfield, CA 93301

**SECONDARY MEETING LOCATION
TELECONFERENCING**

Ridgecrest City Hall
Conference Room B
100 W. California Avenue
Ridgecrest, CA 93555

TPPC/Kern COG Board

Please join my meeting from your computer, tablet or smartphone.

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DISCLAIMER: This agenda includes the proposed actions and activities, with respect to each agenda item, as of the date of posting. As such, it does not preclude the Committee from taking other actions on items on the agenda which are different or in addition to those recommended.

- I. ROLL CALL:** Ayon, Couch, Blades, Creighton, Crump, Krier, Prout, Reyna, Scrivner, B. Smith, P. Smith, Trujillo, Vasquez

Congestion Management Agency Ex-Officio Members: Helton, Navarro, Parra, Warney

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. **SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.**

Disabled individuals who need special assistance to attend or participate in a meeting of the Kern Council of Governments may request assistance at 1401 19th Street Suite 300: Bakersfield CA 93301 or by calling (661) 635-2900. Every effort will be made to reasonably accommodate individuals with disabilities by making meeting materials available in alternative formats. Requests for assistance should be made at least three (3) working days in advance whenever possible.

III. **CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. **Approval of Minutes – October 19, 2023** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Community Survey Bid Award** (Campbell)

Comment: Community Survey Contract for Fiscal Year 2023-2024 in an amount not to exceed \$75,000. This item has been sent to County Counsel for review.

Action: Approve the contract for the 2024, Community Survey to Godbe Research in an amount not to exceed \$75,000 and authorize the Chairman to sign the contract. ROLL CALL VOTE.

E. **FY 2023-2024 Overall Work Program and Financial Plan Amendment No. 1: Resolution No. 23-25** (Montalvo)

Comment: Pursuant to the Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (Budget).

Action: Approve Amendment No. 1 to the FY 2023-2024 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-45. ROLL CALL VOTE

F. **Local Clearinghouse:**

Applicant: West Kern Community College District

Address: 29 Cougar Court

Taft, CA 93268-9998

Contact: Jaime Lopez

Federal Agency: US Department of Education

Funding Opportunity No.: ED-GRANTS-081423-001

Title: Perkins Innovation and Modernization Grant Program

Description: Strengthening West Kern Workforce and Community

Federal Funds: \$3,300,000.00

Total Funds: \$3,645,720.00

*** END CONSENT CALENDAR - ROLL CALL VOTE ***

IV. **CONGESTION MANAGEMENT AGENCY:** (None)

V. **KERN MOTORIST AID AUTHORITY:** (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT: (Report on Programs and Projects in Progress)

A. Warrant Register

B. Timeline

VIII. MEMBER STATEMENTS: On their own initiative, Council members may make a brief announcement or brief report on their own activities. In addition, Council members may ask a question of staff or the public for clarification on any matter, provide a reference to staff or other resources for factual information, or request staff to report back to the Council at a later meeting concerning any matter. Furthermore, the Council, or any member thereof, may take action to direct staff to place a matter of business on a future agenda.

IX. CLOSED SESSION: None.

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be December 21, 2023, **may be dark.**

KERN COUNCIL OF GOVERNMENTS

Minutes of Meeting for October 19, 2023

KERN COG BOARD ROOM
1401 19TH STREET, THIRD FLOOR
BAKERSFIELD, CALIFORNIA

THURSDAY
October 19, 2023
6:30 P.M.

The meeting was called to order by Acting Chairman Couch at 7:14 p.m.

I. ROLL CALL:

Members Present: Arias, Ayon, Couch, Crump, Flores, Krier, Creighton, Reyna, P. Smith, Vasquez, Murillo

Congestion Management Agency Ex-Officio Members: Parra, Warney, Navarro, Helton

Members Absent: Blades, Prout

Others: Justine Kokx, Rick Franz, Kathleen Hoffmann, Marlo Carlos, Maggie Ritter

Staff: Hakimi, Napier Pacheco, Enriquez, Snoddy, Banuelos, Ball, Invina-Jayasiri, Davisson, Valle, Hall

- II. PUBLIC COMMENTS:** This portion of the meeting is reserved for persons to address the Council on any matter not on this agenda but under the jurisdiction of the Council. Council members may respond briefly to statements made or questions posed. They may ask a question for clarification; make a referral to staff for factual information or request staff to report back to the Council at a later meeting. SPEAKERS ARE LIMITED TO TWO MINUTES. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD PRIOR TO MAKING A PRESENTATION.

Chairman Smith asked for public comments. There were none.

- III. CONSENT AGENDA/OPPORTUNITY FOR PUBLIC COMMENT:** All items on the consent agenda are considered to be routine and non-controversial by Kern COG staff and will be approved by one motion if no member of the Council or public wishes to comment or ask questions. If comment or discussion is desired by anyone, the item will be removed from the consent agenda and will be considered in the listed sequence with an opportunity for any member of the public to address the Council concerning the item before action is taken. **ROLL CALL VOTE.**

A. Approval of Minutes – August 17, 2023

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Regional Early Action Planning Grant Program (REAP) Funding (Napier)

Comment: Kern Council of Governments (COG) will soon be receiving an additional allocation of Regional Early Action Planning (REAP) funding. The amount to be allocated at this time to Kern COG is \$924,200. The Regional Planning Advisory Committee has reviewed this item.

Action: Approve the sub-allocation of \$924,200 in REAP funding as depicted in Exhibit A and recommended by the Regional Planning Advisory Committee. ROLL CALL VOTE

E. 2024-2050 Growth Forecast Consultant Contact Approval (Davisson)

Comment: Every 4-years a consulting economist is retained through a publicly advertised request for proposal process to update the regional growth forecast, with this year's contract being negotiated with PlaceWorks not to exceed \$47,466. This contract has been reviewed by County Counsel.

Action: Approve the consultant selection of PlaceWorks to develop the 2024-2050 Growth Forecast Update and authorize Chair to sign the contract. ROLL CALL VOTE

F. Local Clearinghouse:

Applicant: West Coast BioFuel, LLC

Address: 34710 7th Standard Road, Suite 720
Bakersfield, CA 93314
Contact: Andrea Wogsland

Federal Agency: Rural Business-Cooperative Service

Catalog No.: 10.754

Title: The Higher Blends Infrastructure Incentive Program (HBIIP)

Description: West Coast Biofuel is presenting this application as an eligible project for a fuel distribution facility. This new facility will complement our existing business model; a blending, sales, distribution, and logistics company in the bio-fuel sector.

Federal Funds: \$1,207,056.00

Total Funds: \$2,564,056.00

Applicant: City of Ridgecrest

Address: 100 W. California Avenue
Ridgecrest, CA 93555-4054
Contact: Aaron Scott Tucker

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
– Local Solicitation

Description: The Ridgecrest Police Department is applying for this DOJ Byrne Grant in order to provide funding to continue our radio encryption project, MDT communications, and bullet proof vest program.

Federal Funds: \$12,967.00

Total Funds: \$12,967.00

Applicant: City of Arvin

Address: 200 Campus Drive
Arvin, CA 93203-1008
Contact: Alex Ghazalpour

Federal Agency: Bureau of Justice Assistance

Catalog No.: 16.738

Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program
– Local Solicitation

Description: To implement a city-wide mass notification and alerting platform and to upgrade out-dated policing equipment.

Federal Funds: \$15,831.00

Total Funds: \$15,831.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration

Address: 9001 Stockdale Highway

Arvin, CA 93311-1022

Contact: Daphne Evans

Federal Agency: Department of Education

Catalog No.: 84.116

Title: FIPSE Postsecondary Student Success Grant Program (PSSG)

Description: CSUB Technology Engagement Center

Federal Funds: \$2,765,982.00

Total Funds: \$3,046,035.00

***** END CONSENT CALENDAR - ROLL CALL VOTE *****

MOTION BY DIRECTOR KRIER TO APPROVE CONSENT AGENDA ITEMS A THROUGH F, SECOND BY DIRECTOR CRUMP, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Hakimi went over the items in the Board Folders.

VIII. MEMBER STATEMENTS:

None.

IX. CLOSED SESSION:

None.

X. ADJOURNMENT: Seeing no other comments the meeting adjourned in memory of former Kern COG Board Member Jess Ortiz at 7:20 p.m. **NEXT MEETING – November 16, 2023.**

Respectfully submitted,

ATTEST:

Ahron Hakimi, Executive Director

Bob Smith, Chairman

DATE: 11-16-23



III. D. COG

November 16, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Susanne Campbell
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
COMMUNITY SURVEY BID AWARD

DESCRIPTION:

Community Survey Contract for Fiscal Year 2023-2024 in an amount not to exceed \$75,000. This item has been sent to County Counsel for review.

DISCUSSION:

The Request for Proposals (RFP) for the 2024 Community Survey was issued on September 13, 2023, with proposals due by October 13, 2023. Four firms responded to the RFP:

1. Problosky Research, Newport Beach, CA
2. Reconnaissance Market Research, Santa Ana, CA
3. Polco National Research Center, Madison, WI
4. Godbe Research, Burlingame, CA

Proposals were reviewed by Becky Napier, Deputy Director - Administration; Susanne Campbell, Regional Planner; and Michael Heimer, Regional Planner.

It is recommended the Board award the bid for the Community Survey to Godbe Research in an amount not to exceed \$75,000.

ACTION

Approve the contract for the 2024, Community Survey to Godbe Research in an amount not to exceed \$75,000 and authorize the Chairman to sign the contract.

ROLL CALL VOTE.

**CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND
GODBE RESEARCH
FOR**

2024 Community Survey

THIS CONTRACT, made and entered into this 16th day of November, 2023, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, Godbe Research, hereinafter referred to as "Consultant."

RECITALS:

WHEREAS, pursuant to the Joint Powers Agreement of November 4, 1970, creating Kern COG and the amended Joint Powers Agreement of May 1, 1982, Kern COG is authorized and empowered to employ consultants and specialists in the performance of its duties and functions; and

WHEREAS, Consultant represents it is qualified and willing to provide such services pursuant to the terms and conditions of this contract;

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit "A"; Scope of Work, Exhibit "B"; Schedule, Exhibit "C" Budget/Cost Proposal; and Exhibit "D" Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by Consultant is specified in Scope of Work identified in the Consultant's proposal, dated October 13, 2023, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit "B," and Budget/Cost Proposal, attached hereto as Exhibit "C." During the performance of this contract, the representative project managers for Kern COG and Consultant will be:

Kern COG: Susanne Campbell, Regional Planner
Consultant: Bryan Godbe, Project Manager

III. Term

Time is of the essence in this contract. The term of this contract is the execution date through June 2024 unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Schedule.

At the discretion of the Kern COG Board of Directors, Kern COG shall have the option to extend the term of the contract for an additional year, four times, for up to an additional four fiscal years beyond the first fiscal year of the survey (FY 2023/24).

Consultant services and reimbursements beyond June 30, 2024, are subject to the inclusion and funding agency approval of this project in Kern COG's 2023-2024 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.



IV. Assignability

Consultant shall not assign any interest in this contract, and shall not transfer the same, without the prior written consent of Kern COG.

V. Contract Changes

No alteration or deviation of the terms of this contract shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated herein shall be binding on any of the parties.

Kern COG may request, at any time, amendments to this contract and will notify Consultant in writing regarding changes. Upon a minimum of ten (10) days' notice, Consultant shall determine the impact on both time and compensation of such changes and notify Kern COG in writing. Upon agreement between Kern COG and Consultant as to the extent of these impacts on time and compensation, an amendment to this contract shall be prepared describing such changes. Such amendments shall be binding on the parties if signed by Kern COG and Consultant and shall be effective as of the date of the amending document, unless otherwise indicated.

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to \$75,000, to be billed in accordance with Exhibit "C," Costs. The total sum billed under this contract may not exceed the specified amount, including all costs, overhead, and fixed fee expenses. Such billings, up to the specified amount, shall constitute full and complete compensation for Consultant's services. Any amendments to the individual categories within the budget must be approved in writing in advance by Kern COG.

B. Progress Payments and Reports:

Progress payments are authorized under this contract. Progress billings in arrears may be submitted as often as monthly. Written progress reports shall accompany each billing and shall specify, by task, the percentage of contract work completed to date and since the date of the preceding billing, if any. Consultant shall be paid within 30 days following the receipt and approval of each billing by Kern COG. If Kern COG disputes any portion of a request for payment, Kern COG shall pay the undisputed portion of such request as provided herein and shall promptly notify Consultant of the amount in dispute and the reason therefore.

C. Billing Format and Content:

Requisitions for payment shall refer to Work Element number 601.3 as identified on the FY 2023-2024 Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category detail is given below:

1. Direct Labor and Fringe Benefits: All direct labor charges should be billed by class of employee, rate per hour and number of hours. (Anticipated personnel cost-of-living or merit increase, if any, should be reflected in the budget).
2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem (\$65/day meals; \$225/day accommodations) and mileage rates shall be reimbursed at the IRS established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.



D. Contract Completion Retainer:

Ten (10) percent shall be retained from each contract billing until the completion of the contract. This retention will be released to Consultant upon completion of contract and contract deliverables to the satisfaction of Kern COG.

E. Allowable Costs and Documentation:

All costs charged to this contract by Consultant shall be supported by properly executed payrolls, time records, invoices, and vouchers, evidencing in proper detail the nature and propriety of the charges, and shall be costs allowable as determined by Title 48 Code of Federal Regulations, Chapter 1, Part 31 (Contract Cost Principles and Procedures), Subpart 31.2 (Contracts with Commercial Organizations), as modified by Subpart 31.103. Consultant shall also comply with Title 49, Code of Federal Regulations, Part 18, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) in the procurement of services, supplies or equipment.

VII. Progress Reports

Consultant shall submit progress reports, as described in Exhibit "A" and Paragraph VI-B. above. The purpose of the reports is to allow Kern COG to determine if Consultant is completing the activities identified in the Work Program in accordance with the agreed upon schedule, and to afford occasions for airing difficulties or special problems encountered so remedies can be developed.

Consultant's Project Manager shall meet with Kern COG's Project Manager, as identified under Section II, as needed to discuss work progress.

VIII. Inspection of Work

Consultant, and any subcontractors, shall permit Kern COG, Caltrans and the Federal Highway Administration (FHWA), and other participating agencies, the opportunity to review and inspect the project activities at all reasonable times during the performance period of this contract, including review and inspection on a daily basis.

IX. Staffing

There shall be no change in Consultant's Project Manager, or members of the project team, without prior written approval by Executive Director of Kern COG. The Project Manager shall be responsible for keeping Kern COG informed of the progress of the work and shall be available for no less than four (4) meetings with Kern COG.

X. Subcontracting

Consultant shall perform the work with resources available within its own organization, unless otherwise specified in this contract. No portion of the work included in this contract shall be subcontracted without written authorization by Kern COG. In no event shall Consultant subcontract for work in excess of fifty (50) percent of the contract amount, excluding specialized services. Specialized services are those items not ordinarily furnished by a consultant performing this particular type of work. All authorized subcontracts shall contain the same applicable provisions specified in this contract.



XI. Termination of Contract

A. Termination for Convenience of Kern COG:

Kern COG may terminate this contract at any time by giving notice to Consultant of such termination, and the effective termination date, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents and other materials shall, at the option of Kern COG, become its property. If this contract is terminated by Kern COG, as provided herein, Consultant shall be reimbursed for expenses incurred prior to the termination date, in accordance with the cost provisions of this contract. Consultant will also be allowed a proportion of any fixed fee that is equal to the same proportion of the project completed by Consultant on the date of termination of this contract.

B. Termination for Cause:

If through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Consultant violates any of the covenants, agreements, or stipulations of this contract, Kern COG shall thereupon have the right to immediately terminate the contract by giving written notice to Consultant of the intent to terminate and specifying the effective date thereof. Kern COG shall provide an opportunity for consultation with Consultant and a ten-day cure period prior to termination. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by Consultant under this contract shall, at the option of Kern COG, become the property of Kern COG. Consultant shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

XII. Compliance with Laws, Rules and Regulations

All services performed by the Consultant pursuant to this contract shall be performed in accordance and full compliance with all applicable federal, state or local statutes, rules, and regulations.

XIII. Conflict of Interest

A. Consultant, and the agents and employees of Consultant, shall act in an independent capacity in the performance of this contract, and not as officers, employees or agents of Kern COG.

B. No officer, member, or employee of Kern COG or other public official of the governing body of the locality or localities in which the work pursuant to this contract is being carried out, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the aforesaid work shall:

1. Participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or
2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

Consultant hereby covenants that it has, at the time of the execution of this contract, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this contract. Consultant further covenants that in the performance of this work, no person having any such interest shall be employed.



XIV. Contingency Fees

Consultant warrants, by execution of this contract, that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Kern COG has the right to terminate this contract without liability, allowing payment only for the value of the work actually performed, or to deduct from the contract price, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

XV. Copyrights

Consultant shall be free to copyright material developed under this contract with the provision that Kern COG reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, distribute, and to authorize others to use, and distribute for fee or otherwise, the work for any purpose. Consultant is subject to the duties of agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14.

XVI. Publication

A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

"The preparation of this report has been financed, in part, through a grant from the U.S. Department of Transportation, Federal Transit Administration, under the authority of the 49 USC Chapter 43 #5313(b) of the Federal Transit Laws."

XVII. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact which is not disposed of by mutual agreement, shall be decided by a court of competent jurisdiction.

XVIII. Hold Harmless

Consultant agrees to indemnify, defend and hold harmless Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

Consultant, in order to protect Kern COG and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of



Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with Kern COG's authorized insurance representative. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Consultant shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. Consultant shall promptly deliver Kern COG a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Kern COG not less than 30 days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or Kern COG as an additional insured.

Without limiting Kern COG's right to obtain indemnification from the consultant or any third parties, the consultant, at its sole expense, shall maintain in full force and affect the following insurance policies throughout the term of the contract:

- A. Comprehensive general liability insurance with coverage of not less than \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Comprehensive general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.
- B. Comprehensive automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
- C. Professional liability insurance of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to Kern COG. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers agents, and employees individually and collectively as additional insured (comprehensive and general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled or changed without a minimum of thirty (days) advance, written notice given to Kern COG.



In the event the consultant fails to keep in effect at all times insurance coverage as herein provided, Kern COG may, in addition to other remedies it may have, suspend or terminate the contract upon the occurrence of such event.

Consultant shall require any sub-contractors to provide workers' compensation for all of the sub-contractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Consultant. If any class of employees engaged in work or services performed under this Agreement is not covered by Labor Code section 3700, Consultant shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

- A. The Commercial General Liability and Automobile Liability Insurance required in subparagraph A and B. shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on ISO form CG 20 10 Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- B. Any self-insured retentions in excess of \$10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.
- C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- D. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- E. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of a "A-;VII" rating. Any exception to these requirements must be approved by the Kern COG.
- F. If Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Consultant is equivalent to the above-required coverages.
- G. All insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and



omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.

- H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

Consultant shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 170.405(b). During the performance of this contract, Consultant, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance with Regulations: Consultant shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Prior to any performance under this agreement, Consultant must review, sign and return to Kern COG a copy of the Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certifications ("Certifications") attached and incorporated here as Exhibit D, "Debarment and Suspension Certification." The signed copy of the Certifications shall be incorporated by this reference into the Agreement as if set forth in full herein.

- B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including the procurement of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.



- D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:
- 1) Withholding of payments to Consultant under this contract until Consultant complies; and/or 2) Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

It is the policy of Kern COG, the California State Department of Transportation and the U.S. Department of Transportation, that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with local, state or federal funds.

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

Title 49 CFR, Part 26, entitled, Participation by DBEs in Department of Transportation Financial Assistance Programs, describes a race neutral measure or program as one that is, or can be, used to assist all small businesses. Race-neutral includes gender-neutrality. On the other hand, a race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate, which may include but is not limited to:



- Withholding monthly progress payments.
- Assessing sanctions.
- Liquidated damages.
- Disqualifying the contractor from future bidding as non-responsible.

The contractor must make available to the Caltrans contract manager a copy of all DBE subcontracts upon request.

The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains authorization from Caltrans. Unless the Department provides prior authorization approving a request for termination or substitution of a listed DBE, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBEs.

Prompt Payment Clauses

Prompt Progress Payment to Subcontractors – The Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors – The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid



in full to the earning subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor

XXII. Audits

At any time during normal business hours, and as often as Kern COG, Kern COG's participating agencies, the California Department of Transportation, the Federal Transit Administration, the Federal Highway Administration, the Department of Labor, the Comptroller General of the United States, or other appropriate state and federal agencies, or any duly authorized representatives may deem necessary, Consultant shall make available for examination all of its records with respect to all matters covered by this contract for purposes of audit, examination, or to make copies or transcripts of such records, including, but not limited to, contracts, invoices, payrolls, personnel records, conditions of employment and other data relating to all matters covered by this contract. Project costs are subject to audit and approval for payment according to the eligibility requirements of the funding agencies. However, Kern COG shall not have the right to audit Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes final payment under this contract.



XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

Any notice or notices required or permitted to be given pursuant to this contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested, to the following addresses:

Mr. Ahron Hakimi,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, CA 93301

OR

Mr. Charles Hester
Vice President
Godbe Research
1220 Howard Avenue, Suite 250
Burlingame, CA 94010

XXV. Venue

If any party to this contract initiates any legal or equitable action to enforce the terms of this contract, to declare the rights of the parties under this contract or which relates to this contract in any manner, Kern COG and Consultant agree that the proper venue for any such action is the Superior Court of the State of California of and for the County of Kern.

XXVI. California Law

Kern COG and Consultant agree that the provisions of this contract will be construed in accordance with the laws of the State of California.

XXVII. No Authority to Bind Kern COG

It is understood that Consultant, in its performance of any and all duties under this contract, has no authority to bind Kern COG to any agreements or undertakings with respect to any and all persons or entities with whom Consultant deals in the course of its business.

XXVIII. Nonwaiver

No covenant or condition of this contract to be performed by Consultant can be waived except by the written consent of Kern COG. Forbearance or indulgence by Kern COG in any regard whatsoever shall not constitute a waiver of any covenant or condition to be performed by Consultant. Kern COG shall be entitled to invoke any remedy available to it under this contract or by law or in equity despite any such forbearance or indulgence.

XXIX. Independent Contractor

Nothing in this contract shall be construed or interpreted to make Consultant, its officers, agents,



employees or representatives anything but independent contractors and in all their activities and operations pursuant to this contract, Consultant, its officers, agents, employees and representatives shall for no purposes be considered employees or agents of Kern COG.

XXX. Partial Invalidity

Should any part, term, portion, or provision of this contract be finally decided to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be effected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

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XXXI. Signature Authority

Each person executing this contract on behalf of Consultant represents and warrants that he or she is authorized by Consultant to execute and deliver this contract on behalf of Consultant and that this contract is binding on Consultant in accordance with the terms.

IN WITNESS WHEREOF, the Kern Council of Governments and Consultant have executed this agreement as of the date first above written.

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

Ahron Hakimi, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

Bob Smith, Chair
"Kern COG"

CONSULTANT

Brian Van Wyk, Deputy
Kern County Counsel

Consultant



Exhibit "A"

Scope of Work

1. Conduct a countywide survey of Kern County residents to gauge public perception of and reaction to the quality-of-life issues, community services, growth, jobs, and the economy, according to the following:
 - A. **PHASE 1: Questionnaire Design, Development, and Project Administration**
 - Task 1.1: Project initiation and kick-off meeting
 - Task 1.2: Through an iterative process with Kern COG, develop a draft survey instrument.
 - Task 1.3: Conduct bi-weekly meetings and/or conference calls, as needed
 - Task 1.4: Provide monthly progress reports on project status/accomplishments, billing, and upcoming goals
 - B. **PHASE 2: Survey Pre-Test**
 - Task 2.1: Pre-Test of the survey instrument to determine interview length
 - Task 2.2: Kern COG review and approval of draft survey instrument and pre-test
 - Task 2.3: Consultant to develop the final survey instrument
 - Task 2.4: Translate the final survey instrument into Spanish
 - C. **PHASE 3: Survey Sample and Data Collection (Consultant)**
 - Task 3.1: Select phone numbers and random sample
 - Task 3.2: Sample shall be stratified among the four sub-regions and by supervisorial district
 - Task 3.3: Interviewer briefing/training
 - Task 3.4: Data collection
 - Task 3.5: Debriefing
 - D. **PHASE 4: Data Analysis and Final Report (Consultant)**
 - Task 4.1: Data entry and analysis
 - Task 4.2: Verification of survey population
 - Task 4.3: Preparation of Final Report
2. Conduct and report on the results of a statistically valid, countywide survey to gauge public perception of and reaction to quality-of-life issues, community services, growth, jobs and the economy.
3. Provide access to all project electronic and hard copy files in Excel or PDF format.
4. Provide all data, maps and other materials prepared by Godbe Research and its subcontractor to Kern COG as requested.

PROJECT TO BE COMPLETED BY JUNE 30, 2024, FOR A TOTAL COST NOT TO EXCEED \$75,000.



EXHIBIT “B” SCHEDULE

	January	February	March	April	May	June
Project Kick-off Meeting						
Review of Previous Surveys & Other Data						
Questionnaire Drafting and Refinement						
Sample Development and Matching						
Meeting with Kern COG to review Draft Survey						
Pretest and CATI Programming						
Survey Translation						
Data Collection/Interviewing						
Topline Report meeting with Kern COG						
Draft Analysis & Reporting						
Report/Recommendations Review with Kern COG						
Final Project Report Development						
Presentation of Findings to Kern COG						
Staff/Administration & Board						
Post Survey Consulting on the Results (ongoing)						



EXHIBIT "C"
Budget/Cost Proposal

Hybrid (Internet/Telephone) Survey of 1,200 (n=1,200) Kern County Residents

Project Task	18-min.	20-min.	22-min.	25-min.
Listed Telephone Sample	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
Email Sample Purchase	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
Third Party Cell/Email Matching	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Internet Programming/Testing	\$7,250.00	\$7,500.00	\$7,750.00	\$8,000.00
Telephone CATI Programming	\$1,250.00	\$1,500.00	\$1,750.00	\$2,000.00
Internet Version Recruitment	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Internet Version Hosting	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Telephone Interviewing	\$23,500.00	\$26,000.00	\$28,500.00	\$31,000.00
Data Processing	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Research Fee	\$9,000.00	\$9,000.00	\$9,000.00	\$9,000.00
Project Management	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Miscellaneous Expenses	\$250.00	\$250.00	\$250.00	\$250.00
English Only Survey Total	\$53,450.00	\$56,450.00	\$59,450.00	\$62,450.00
Spanish Translation/Programming	\$950.00	\$1,050.00	\$1,150.00	\$1,250.00
Spanish Interviewing Fee	\$3,500.00	\$4,000.00	\$4,500.00	\$5,000.00
English and Spanish Survey Total	\$57,900.00	\$61,500.00	\$65,100.00	\$68,700.00





III. E. COG

November 16, 2023

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Fasika P. Montalvo,
Administrative Assistant

SUBJECT: Kern Council of Governments Consent Agenda Item: III. E.
FY 2023-2024 Overall Work Program and Financial Plan
Amendment No. 1: Resolution No. 23-25

DESCRIPTION: Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP) and Financial Plan (budget). Amendment No. 1 represents a net budgetary increase of \$2,914,742.

DISCUSSION: Attached are the worksheets documenting the details of FY 2023-2024 OWP and Financial Plan, Amendment No. 1. Staff recommends the following significant changes:

Financial Plan

Incorporate a net increase in revenues of \$2,914,742. This revision includes an increase in federal funds of \$136,336, and increase in state funds of \$2,769,654; and an increase in local funds of \$8,752. This revision provides for an increase in professional services for \$2,722,908.

Overall Work Program

The Final Fiscal Year 2023-24 Allocation Numbers were included in this Amendment No. 1 for FHWA PL, FTA 5303, FTA 5304, and SB-1 so the OWP will reconcile to the Financial Plan. Revisions were made to 12 work elements to match Final Fiscal Year 2023-24 as detailed on Page 2.

The revisions are detailed as follows:

*Increase PL WE 201.1 – Community and Environmental Inventory Mapping System	\$25,424
*Increase SB-1 WE 203.1A – 23-24 Sustainable Communities Public Participation	\$18,385
*Increase SB-1 WE 203.2A – 23-24 Sustainable Communities Performance Measures	\$4,617
*Increase SB-1 WE 203.3A – 23-24 Sustainable Communities Mobility Innovations and Incentives Planning	\$4,617
*Increase SB-1 WE 203.4A – 23-24 Sustainable Communities Strategy Forecast and Travel Model Activity Program	\$48,675
*Increase HCD 203.5 – Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	\$46,210
*Increase PL WE 604.2 – Regional Growth Forecast Model Data & Analysis	\$5,000
*Add in PL WE 605.2 – Tehachapi Pass (KARGO C-CAMS) Caltrans Sustainable Communities Climate Adaptation Grant	\$3,000,000
*Increase PL & 5303 WE 606.1 – Transit, Aviation, and Passenger Rail Planning	\$23,752
*Decrease 5304 WE 606.5 – Metropolitan Bakersfield Long-Range Transportation Plan Update	(\$57,092)
*Increase PL WE 608.1 – Active Transportation and Complete Streets Program	\$20,152
*Decrease PL WE 902.1 – Regional Technical Assistance	(\$225,000)

ACTION: Approve Amendment No. 1 to the FY 2023-2024 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 23-25. ROLL CALL VOTE.

Kern Council of Governments

FINANCIAL PLAN SUMMARY
FY 2023-2024

Revised: November 7, 2023

Account No./Title	2023-24 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	2023-24 Revised
REVENUE					
4140-Federal Grants	\$ 2,921,357	\$ 136,336			\$ 3,057,693
3955-State Grants	\$ 2,196,792	\$ 2,769,654			\$ 4,966,446
4220-Regional Planning/Admin.	\$ 965,941	\$ 8,752			\$ 974,693
4220-Local Contracts	\$ 38,044				\$ 38,044
5370-Miscellaneous	\$ 25,000				\$ 25,000
TOTAL REVENUE	\$ 6,147,134	\$ 2,914,742	\$ -	\$ -	\$ 9,061,876
EXPENDITURES					
Personnel:					TOTAL
6110-Regular Salaries & Wages	\$ 2,146,973				\$ 2,146,973
6200-Extra-Help Wages	\$ 50,414				\$ 50,414
6410/6600-Fringe Benefits	\$ 1,085,855				\$ 1,085,855
SUBTOTAL-PERSONNEL	\$ 3,283,242	\$ -	\$ -	\$ -	\$ 3,283,242
SUBTOTAL-7500 - PROFESSIONAL :	\$ 2,609,434	\$ 2,722,908			\$ 5,332,342
SERVICES & SUPPLIES					
6841-Communications	\$ 15,120				\$ 15,120
6900-Insurance	\$ 30,000				\$ 30,000
6970-Maintenance-Equipment	\$ 9,000				\$ 9,000
7001-Maintenance-Structures	\$ 2,000				\$ 2,000
7400-Memberships	\$ 20,575				\$ 20,575
7450-Office Supplies	\$ 15,406				\$ 15,406
7525-Data Processing	\$ 48,420				\$ 48,420
7600-Public/Legal Notices	\$ 35,300				\$ 35,300
7630-Leases-Equipment	\$ -				\$ -
7650-Leases-Structures	\$ 160,000				\$ 160,000
7700-Special Dept. Expense	\$ 3,500				\$ 3,500
7730-Training & Development	\$ 2,554				\$ 2,554
7740-Travel Expenses	\$ 58,271				\$ 58,271
7750-Personal Vehicle Mileage	\$ 10,060				\$ 10,060
7970-Kern County Indirect Costs	\$ 3,000				\$ 3,000
7990-Depreciation Expense	\$ 21,000				\$ 21,000
7995-Bad Debt Expense	\$ -				\$ -
SUBTOTAL-SERVICES & SUPPLIES	\$ 434,206	\$ -	\$ -	\$ -	\$ 434,206
SUBTOTAL-8601-CAPITAL OUTLAYS	\$ 34,000		\$ -	\$ -	\$ 34,000
TOTAL EXPENDITURES	\$ 6,360,882	\$ 2,722,908	\$ -	\$ -	\$ 9,083,790
Depreciation Adjustment		\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS/(DEFICIT)	\$ (213,748)	\$ 191,834	\$ -	\$ -	\$ (21,914)

SCHEDULE OF FY 2023-2024 OVERALL WORK PROGRAM AMENDMENTS

Revised: November 7, 2023

Work Element Title	Number	Approved Budget	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	Revised Budget
Air Quality Modeling/Transportation Management	101.1	\$ 63,185					\$ 63,185
Environmental Review and Monitoring Program	102.1	\$ 19,644					\$ 19,644
Community and Environmental Inventory Mapping System	201.1	\$ 436,033	\$ 25,424				\$ 461,457
Mapping Services and Technical Support	201.2	\$ -					\$ -
2023-2024 Sustainable Communities Public Participation	203.1A	\$ 48,317	\$ 18,385				\$ 66,702
2023-2024 Sustainable Communities Performance Measures	203.2A	\$ 205,489	\$ 4,617				\$ 210,106
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A	\$ 140,489	\$ 4,617				\$ 145,106
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4A	\$ 245,408	\$ 48,675				\$ 294,083
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5	\$ 7,872	\$ 46,210				\$ 54,082
SJV Household Travel Survey	203.6	\$ 18,348					\$ 18,348
Regional Transportation Plan/Congestion Management Process	601.1	\$ 90,146					\$ 90,146
RTP/CIP Financial Element	601.2	\$ 46,302					\$ 46,302
Regional Transportation Community Survey & Outreach	601.3	\$ 107,080					\$ 107,080
Federal Performance Measures Data and Analysis	601.4	\$ 52,892					\$ 52,892
Transportation Improvement Program	602.1	\$ 315,596					\$ 315,596
Project Planning & Development Assistance for Federal-Aid Projects	602.2	\$ 210,514					\$ 210,514
Transportation Systems Monitoring and Coordination	603.1	\$ 20,067					\$ 20,067
Traffic Count Program	603.2	\$ 102,594					\$ 102,594
Mobility Innovations and Incentives	603.3	\$ 58,414					\$ 58,414
Kern Electric Vehicle (EV) Blueprint	603.4	\$ 1,137,744					\$ 1,137,744
MD&HD Zero-Emission Vehicle Infrastructure	603.5	\$ -					\$ -
Regional Travel Demand Model Maintenance	604.1	\$ 300,048					\$ 300,048
Regional Growth Forecast Model Data & Analysis	604.2	\$ 125,835	\$ 5,000				\$ 130,835
Regional Travel Demand Model Analysis	604.3	\$ 19,529					\$ 19,529
Corridor/Major Investment/Impact Studies	605.1	\$ 9,094					\$ 9,094
Tehachapi Pass C-CAMS (KARGO C-CAMS) Grant	605.2	\$ -	\$ 3,000,000				\$ 3,000,000
Transit, Aviation and Passenger Rail Planning	606.1	\$ 210,022	\$ 23,752				\$ 233,774
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 347,969	\$ (57,092)				\$ 290,877
Kern Rural Transit Consolidation Strategy	606.6	\$ -					\$ -
Active Transportation and Complete Streets Program	608.1	\$ 69,966	\$ 20,152				\$ 90,118
ATP C5 Safe Routes for Cyclists	608.2	\$ 373,752					\$ 373,752
Kern Active Transportation Plan (ATPlan) Program	608.3	\$ 9,390					\$ 9,390
Transportation Demand Management	609.1	\$ 271,306					\$ 271,306
Freight Planning	610.1	\$ 39,820					\$ 39,820
Phase II KARGO Sustainability Study	610.2	\$ -					\$ -
I-5 Freight ZERO Pilot Study	610.3	\$ -					\$ -
Grant Writing	801.1	\$ 60,091					\$ 60,091
Regional Technical Assistance	902.1	\$ 233,148	\$ (225,000)				\$ 8,148
Information and Data Management	903.1	\$ 110,916					\$ 110,916
Interregional Transportation Coordination	904.1	\$ 52,642					\$ 52,642
Local Clearinghouse Review Program	904.2	\$ 4,723					\$ 4,723
Local Reimbursement	1001.1	\$ 46,636					\$ 46,636
Legislative Program	1001.2	\$ 16,957					\$ 16,957
Transportation Development Act (TDA) Program	1001.3	\$ 268,825					\$ 268,825
Information Services and Tribal Consultation	1001.4	\$ 99,606					\$ 99,606
Overall Work Program (OWP) Development and Monitoring	1001.5	\$ 87,683					\$ 87,683
KMAA System Administration and Operations	2001.1	\$ 19,022					\$ 19,022
511 System Administration and Operations	2002.1	\$ 19,022					\$ 19,022
T O T A L S		\$ 6,122,136	\$ 2,914,740	\$ -	\$ -	\$ -	\$ 9,036,876
CARRYOVER FUNDS		\$ 1,821,893	\$ 512,714	\$ -	\$ -	\$ -	\$ 2,334,607
FY 2023-24 ESTIMATED FUNDS		\$ 4,300,241	\$ 2,402,028	\$ -	\$ -	\$ -	\$ 6,702,269
TOTAL (CONTROL)		\$ 6,122,134	\$ 2,914,742	\$ -	\$ -	\$ -	\$ 9,036,876
							\$ (0)

	Funding Source	FTA SEC.5304 Rural Carryover (4)	FTA SEC.5303 Carryover (5)	FTA SEC.5303 22-23 Carryover (5)	FHWA PL 89/11 (7)	FHWA PL 22-23 Carryover (7)	FHWA PL 21-22 Carryover (7)	FHWA RSTP (9)	FHWA CMAQ 89/11 (10)	FHWA SPR (10a)	Caltrans ATP (11a)	STIP PPM (11b)	SB-1 23-24 (11d)	SB-1 22-23 (11e)	SHA (12)	HCD (12a)	CARB (12c)	CEC (12d)	Toll Credits*	Regional	Regional	Regional	Local	TOTAL	Personnel	Contractor	Services &	Capital	TOTAL					
																				Planning	Planning	Planning	Contracts		Estimate	Cost	Supplies							
																				Match	Non-match	Total			Estimate	Estimate	Equipment	BUDGET						
Cost Sharing (grantor % / KCOG %)																																		
Footnotes		(4)	(5)	(5)	(7)	(7)	(7)	(9)	(10)	(10a)	(11a)	(11b)	(11d)	(11e)	(12)	(12a)	(12c)	(12d)		(13)	(14)													
Air Quality Modeling/Transportation Management	101.1		\$ 31,592		\$ 31,593														\$ 7,247	\$ -	\$ -	\$ -		\$ 63,185	\$ 63,185	\$ -	\$ -	\$ -	\$ 63,185					
Environmental Review and Monitoring Program	102.1		\$ 9,822		\$ 9,822														\$ 2,253	\$ -	\$ -	\$ -		\$ 19,644	\$ 19,644	\$ -	\$ -	\$ -	\$ 19,644					
Community and Environmental Inventory Mapping System	201.1		\$ 211,721	\$ 34,689	\$ 171,296	\$ 27,880	\$ 15,872												\$ 52,929	\$ -	\$ -	\$ -		\$ 461,457	\$ 425,407	\$ -	\$ 14,550	\$ 21,500	\$ 461,457					
Mapping Services and Technical Support	201.2																		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
2023-2024 Sustainable Communities Public Participation	203.1A												\$ 46,863	\$ 12,189					\$ -	\$ 7,651	\$ -	\$ 7,651		\$ 66,702	\$ 66,702	\$ -	\$ -	\$ -	\$ 66,702					
2023-2024 Sustainable Communities Performance Measures	203.2A												\$ 186,007						\$ -	\$ 24,099	\$ -	\$ 24,099		\$ 210,106	\$ 115,401	\$ 94,705	\$ -	\$ -	\$ 210,106					
2023-2024 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A												\$ 128,463						\$ -	\$ 16,644	\$ -	\$ 16,644		\$ 145,106	\$ 145,106	\$ -	\$ -	\$ -	\$ 145,106					
2023-2024 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4A												\$ 29,918	\$ 39,004					\$ -	\$ 8,930	\$ 216,231	\$ 225,161		\$ 294,083	\$ 294,083	\$ -	\$ -	\$ -	\$ 294,083					
Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	203.5															\$ 54,082			\$ -	ft	\$ -	\$ -		\$ 54,082	\$ 54,082	\$ -	\$ -	\$ -	\$ 54,082					
SJV Household Travel Survey	203.6																		\$ -	\$ -	\$ 18,348	\$ 18,348		\$ 18,348	\$ 18,348	\$ -	\$ -	\$ -	\$ 18,348					
Regional Transportation Plan/Congestion Management Process	601.1		\$ 45,073		\$ 45,073														\$ 10,340	\$ -	\$ -	\$ -		\$ 90,146	\$ 90,146	\$ -	\$ -	\$ -	\$ 90,146					
RTP/CIP Financial Element	601.2				\$ 46,302														\$ 5,311	\$ -	\$ -	\$ -		\$ 46,302	\$ 46,302	\$ -	\$ -	\$ -	\$ 46,302					
Regional Transportation Community Survey & Outreach	601.3				\$ 32,080							\$ 75,000							\$ 3,680	\$ -	\$ -	\$ -		\$ 107,080	\$ 26,080	\$ 81,000	\$ -	\$ -	\$ 107,080					
Federal Performance Measures Data and Analysis	601.4				\$ 52,892														\$ 6,067	\$ -	\$ -	\$ -		\$ 52,892	\$ 52,892	\$ -	\$ -	\$ -	\$ 52,892					
Transportation Improvement Program	602.1				\$ 244,514														\$ 28,046	\$ -	\$ 71,082	\$ 71,082		\$ 315,596	\$ 307,046	\$ -	\$ 8,550	\$ -	\$ 315,596					
Project Planning & Development Assistance for Federal-Aid Projects	602.2				\$ 210,514														\$ 24,146	\$ -	\$ -	\$ -		\$ 210,514	\$ 205,214	\$ -	\$ 5,300	\$ -	\$ 210,514					
Transportation Systems Monitoring and Coordination	603.1				\$ 20,067														\$ 2,302	\$ -	\$ -	\$ -		\$ 20,067	\$ 12,867	\$ -	\$ 7,200	\$ -	\$ 20,067					
Traffic Count Program	603.2							\$ 79,677											\$ -	\$ 10,323	\$ 12,594	\$ 22,917		\$ 102,594	\$ 7,888	\$ 94,706	\$ -	\$ -	\$ 102,594					
Mobility Innovations and Incentives	603.3				\$ 58,414														\$ 6,700	\$ -	\$ -	\$ -		\$ 58,414	\$ 18,549	\$ 35,000	\$ 4,865	\$ -	\$ 58,414					
Kern Electric Vehicle (EV) Blueprint	603.4																	\$ 1,137,744	\$ -	\$ -	\$ -	\$ -		\$ 1,137,744	\$ 101,179	\$ 1,035,610	\$ 955	\$ -	\$ 1,137,744					
MD&HD Zero-Emission Vehicle Infrastructure	603.5																		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Regional Travel Demand Model Maintenance	604.1				\$ 300,048														\$ 34,416	\$ -	\$ -	\$ -		\$ 300,048	\$ 242,048	\$ 55,000	\$ 3,000	\$ -	\$ 300,048					
Regional Growth Forecast Model Data & Analysis	604.2				\$ 125,835	\$ 5,000													\$ 15,007	\$ -	\$ -	\$ -		\$ 130,835	\$ 70,835	\$ 60,000	\$ -	\$ -	\$ 130,835					
Regional Travel Demand Model Analysis	604.3				\$ 19,529														\$ 2,240	\$ -	\$ -	\$ -		\$ 19,529	\$ 19,529	\$ -	\$ -	\$ -	\$ 19,529					
Corridor/Major Investment/Impact Studies	605.1				\$ 9,094														\$ 1,043	\$ -	\$ -	\$ -		\$ 9,094	\$ 9,094	\$ -	\$ -	\$ -	\$ 9,094					
Teh.Pass C-CAMS (KARGO C-CAMS) Caltrans Sustainable Communities Climate Adaptation Grant	605.2				\$ 119,100							\$ 225,000			\$ 2,655,900				\$ 13,661	\$ -	\$ -	\$ -		\$ 3,000,000		\$ 3,000,000		\$ -	\$ 3,000,000					
Transit, Aviation and Passenger Rail Planning	606.1		\$ 95,747	\$ 34,689	\$ 75,458	\$ 27,880													\$ 26,814	\$ -	\$ -	\$ -		\$ 233,774	\$ 221,774	\$ -	\$ 12,000	\$ -	\$ 233,774					
Metropolitan Bakersfield Long-Range Transportation Plan Update	606.5	\$ 242,908																	\$ -	\$ -	\$ 47,969	\$ 47,969		\$ 290,877	\$ 9,108	\$ 281,769	\$ -	\$ -	\$ 290,877					
Kern County Rural Transportation Consolidation Study/Strategy	606.6																		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Active Transportation and Complete Streets Program	608.1				\$ 43,343	\$ 28,851											\$ 17,924		\$ 8,281	\$ -	\$ -	\$ -		\$ 90,118	\$ 89,962	\$ -	\$ 156	\$ -	\$ 90,118					
ATP C5 Safe Routes for Cyclists	608.2										\$ 358,353								\$ -	\$ 15,399	\$ -	\$ 15,399		\$ 373,752	\$ 75,831	\$ 296,052	\$ 1,869	\$ -	\$ 373,752					
Kern Active Transportation Plan (ATPlan) Update	608.3																			\$ -	\$ 9,390	\$ 9,390		\$ 9,390	\$ 9,390	\$ -	\$ -	\$ -	\$ 9,390					
Transportation Demand Management	609.1								\$ 240,187										\$ -	\$ 31,119	\$ -	\$ 31,119		\$ 271,306	\$ 192,177	\$ 50,000	\$ 29,129	\$ -	\$ 271,306					
Freight Planning	610.1				\$ 39,820														\$ 4,567	\$ -	\$ -	\$ -		\$ 39,820	\$ 39,820	\$ -	\$ -	\$ -	\$ 39,820					
Phase II KARGO Sustainability Study	610.2																			\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
I-5 Freight ZERO Pilot Study	610.3																		\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Grant Writing	801.1																		\$ -	\$ -	\$ 60,091	\$ 60,091		\$ 60,091	\$ 52,829	\$ -	\$ 7,262	\$ -	\$ 60,091					
Regional Technical Assistance	902.1				\$ 8,148							\$ -							\$ 935	\$ -	\$ -	\$ -		\$ 8,148	\$ 8,148	\$ -	\$ -	\$ -	\$ 8,148					
Information and Data Management	903.1				\$ 83,036	\$ 27,880													\$ 12,722	\$ -	\$ -	\$ -		\$ 110,916	\$ 110,916	\$ -	\$ -	\$ -	\$ 110,916					
Interregional Transportation Coordination	904.1				\$ 52,642														\$ 6,038	\$ -	\$ -	\$ -		\$ 52,642	\$ 52,642	\$ -	\$ -	\$ -	\$ 52,642					
Local Clearinghouse Review Program	904.2																		\$ -	\$ -	\$ 4,723	\$ 4,723		\$ 4,723	\$ 4,723	\$ -	\$ -	\$ -	\$ 4,723					
Local Reimbursement	1001.1																		\$ -	\$ -	\$ 46,636	\$ 46,636		\$ 46,636	\$ 32,136	\$ 13,500	\$ 1,000	\$ -	\$ 46,636					
Legislative Program	1001.2																		\$ -	\$ -	\$ 16,957	\$ 16,957		\$ 16,957	\$ 16,957	\$ -	\$ -	\$ -	\$ 16,957					
Transportation Development Act (TDA) Program	1001.3																		\$ -	\$ -	\$ 268,825	\$ 268,825		\$ 268,825	\$ 63,825	\$ 205,000	\$ -	\$ -	\$ 268,825					
Information Services and Tribal Consultation	1001.4				\$ 83,734	\$ 15,872													\$ 11,425	\$ -	\$ -	\$ -		\$ 99,606	\$ 89,606	\$ 10,000	\$ -	\$ -	\$ 99,606					
Overall Work Program (OWP) Development and Monitoring	1001.5																		\$ -	\$ -	\$ 87,683	\$ 87,683		\$ 87,683	\$ 87,683									

*Toll credits provided by the State of California are being utilized as a match for federal FHWA PL and FTA 5303 funds. The FHWA PL and FTA 5303 amounts shown in the Budget Revenue Summary Sheet represent 100% of the total federal participation cost, therefore toll credits are not included in the total revenue amount.

BEFORE THE KERN COUNCIL OF GOVERNMENTS
STATE OF CALIFORNIA, COUNTY OF KERN

RESOLUTION 23-25

In the matter of:

AMENDMENT NO. 1 TO THE FY 2023-2024 OVERALL WORK PROGRAM AND FINANCIAL PLAN

WHEREAS, each Metropolitan Planning Organization (MPO) is required to develop a detailed Overall Work Program (OWP); and

WHEREAS, the OWP is designed to meet the comprehensive planning requirements of the Department of Transportation, the Department of Housing and Urban Development, the Environmental Protection Agency, and state agencies; and

WHEREAS, the OWP has been developed in accordance with guidelines established by the Intermodal Planning Group; and

WHEREAS, Kern COG has adopted an OWP and Financial Plan for Fiscal Year 2023-2024; and

WHEREAS, Amendment No. 1 will result in increased net total budgetary appropriations of \$2,914,742 as detailed in the attachments, attached hereto and made a part of this Resolution No. 23-25 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 1 to the FY 2023-2024 Overall Work Program/Financial Plan is hereby authorized.

AUTHORIZED AND SIGNED THIS 16th DAY OF NOVEMBER 2023.

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

Bob Smith, Chair
Kern Council of Governments

I hereby certify that the foregoing is a true copy of a resolution of the Kern Council of Governments, duly authorized at a regularly-scheduled meeting held on the 16th day of November 2023.

Ahron Hakimi,
Executive Director
Kern Council of Governments

Date: _____



**Kern Council
of Governments**

December 18, 2023

**TO: TRANSPORTATION PLANNING POLICY COMMITTEE AND KERN COG
BOARD MEETING**

FROM: AHRON HAKIMI, EXECUTIVE DIRECTOR

SUBJECT: MEETING CANCELLATION NOTICE

The meetings of the Transportation Planning Policy Committee and the Kern COG Board scheduled for **Thursday, December 21, 2023, have been cancelled.**

The next regularly scheduled meetings will be Thursday, January 18, 2024. Agenda materials will be posted approximately one week prior to the meeting.

Happy Holidays.