

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

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

Kern COG Board

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

- I. **ROLL CALL:** Ayon, Calderon, Couch, Espinoza, Gorman, Hawkins, Morse, Noerr, Reyna, Parlier, B. Smith, P. Smith, Solorio-Ruiz

Congestion Management Agency Ex-Officio Members: Carr, Gunn, 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 16, 2025 ROLL CALL VOTE

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. REGIONAL EARLY ACTION PLANNING 2.0 GRANT RESOLUTION (Napier)

Comment: In July 2025 Kern COG was advised by the California Department of Housing and Community Development (HCD) that the REAP 2.0 grant deadlines had been extended by the Governor (AB 130, 2025-2026 Budget).

Action: Approve Resolution No. 25-25 and authorize the Chairman to sign the Resolution. ROLL CALL VOTE.

E. FY 2025-2026 OVERALL WORK PROGRAM AND FINANCIAL PLAN AMENDMENT NO. 2: RESOLUTION NO. 25-27 (Napier)

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 \$156,384.

Action: Approve the Amendments No. 2 to the FY 2025-2026 Overall Work Program and Financial Plan and authorize the Chairman to sign Resolution No. 25-27. ROLL CALL VOTE.

F. AMENDMENT TO EV READY COMMUNITIES MEMORANDA OF UNDERSTANDING BETWEEN KERN COG AND CITY OF WASCO AS FUNDED BY THE CALIFORNIA ENERGY COMMISSION AGREEMENT ARV-20-010-01 (Enriquez)

Comment: Amendments to the EV Ready Communities Memoranda of Understanding (MOU) between Kern Council of Governments and various site hosts to extend the termination date, County Counsel has approved the agreement as to form.

Action: Approve the Amendment to Memoranda of Understanding between Kern Council of Governments and City of Wasco; authorize Chair to sign. ROLL CALL VOTE.

G. COMMUNITY SURVEY CONTRACT APPROVAL

Comment: Community Survey Contract for Fiscal Year 2025-2026 in an amount not to exceed \$75,000. This item has been sent to County Counsel for review.

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

H. Local Clearinghouse:

The State Clearinghouse (SCH) notifies state and local elected officials and agencies and the public of the grant applications through the Submissions page of the Office of Planning and Research Intergovernmental Review of Federal Programs website email and via email notifications to registered users of the website. This notification process allows elected officials and agencies and the public the opportunity to review applications and the option to comment on a particular application. Since the SCH does not receive a complete copy of the

federal assistance full proposal or budget, any person wishing to review a proposal further must contact the applicant directly for more information. Kern COG takes no position on any of the projects presented but provides the information for public consideration only.

Applicant: County of Kern

Address: 2005 Ridge Road
Bakersfield, CA 93305-4123

Contact: Vaughn Griffeth

Telephone Number: (661) 868-4146

Email Address: vaughngriffeth@kernprobation.org

Federal Agency: Office of Juvenile Delinquency Prevention

Assistance Listing Number: 16.823

Funding Opportunity Number: O-OJJDP-2025-172450

Title: OJJDP FY 25 Emergency Planning for Juvenile Justice Residential Facilities

Description: The County of Kern application for OJJDP funds to improve critical infrastructure and the safety of staff/youth within our juvenile facilities.

Federal Funds: \$200,000.00

State Funds:

Program Income:

Total Funds: \$200,000.00

Applicant: County of Kern California

Address: 2005 Ridge Road
Stockton, CA 93305-4123

Contact: Vaughn Griffeth

Telephone Number: (661) 868-4146

Email Address: vaughngriffeth@kernprobation.org

Federal Agency: Office of Juvenile Justice Delinquency Prevention

Assistance Listing Number: 16.830

Funding Opportunity Number: O-OJJDP-2025-172458

Title: OJJDP FY 25 Reducing Recidivism for Female Juvenile Delinquents

Description: The County of Kern application for OJJDP funds to reduce recidivism of female juvenile delinquents through the development and enhancement of female youth programs.

Federal Funds: \$525,000.00

State Funds:

Program Income:

Total Funds: \$525,000.00

Applicant: East Bay Regional Park District

Address: 2950 Peralta Oaks Court
Oakland, CA 94605-5320

Contact: Katy Hornbeck

Telephone Number: (510) 544-2204

Email Address: KHornbeck@ebparks.org

Federal Agency: Bureau of Justice Assistance

Assistance Listing Number: 16.835

Funding Opportunity Number: O-BJA-2025-172461

Title: BJA FY 25 Body-Worn Camera Policy and Implementation Program to Support Law Enforcement Agencies

Description: East Bay Regional Park District Body-Worn Camera Expansion Program

Federal Funds: \$25,000.00

Applicant: \$25,000.00

State Funds:

Program Income:

Total Funds: \$50,000.00

Action: Information Only.

***** 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. Regional Award Call for Nominations

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 18, 2025. **May be Dark.**

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of October 16, 2025

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

THURSDAY
October 16, 2025
6:30 P.M.

The meeting was called to order by Vice Chairman Couch at 6:35 p.m.

I. ROLL CALL:

Members Present: Calderon, Couch, Gorman, Hawkins, Morse, Parlier, Reyna, P. Smith

Congestion Management Agency Ex-Officio Members: Gunn, Tognazzini, Parra

Members Absent: Ayon, Espinoza, Noerr, B. Smith, Solorio-Ruiz, Warney

Others: None

Staff: Schlosser, Napier, Romero-Valdivia, Ball, Enriquez, Valle, Van Wyk

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

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 – September 18, 2025

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Amendment to EV Ready Communities' Memoranda of Understanding Between Kern COG and Kern Community College District KCCD/Bakersfield College as Funded by the California Energy Commission Agreement ARV-20-010-01 (Enriquez)

Action: Approve the Amendment to Memoranda of Understanding between Kern Council of Governments and Kern Community College District/Bakersfield College; authorize Chair to sign. ROLL CALL VOTE.

E. FY 2025-2026 OVERALL WORK PROGRAM AND FINANCIAL PLAN AMENDMENT NO. 1: RESOLUTION NO. 25-23 (Napier)

Action: Approve the Amendment No. 1 to the FY 2025-2026 Overall Work Program

and Financial Plan and authorize the Chairman to sign Resolution No. 25-23. ROLL CALL VOTE.

F. Local Clearinghouse:

The State Clearinghouse (SCH) notifies state and local elected officials and agencies and the public of the grant applications through the Submissions page of the Office of Planning and Research Intergovernmental Review of Federal Programs website email and via email notifications to registered users of the website. This notification process allows elected officials and agencies and the public the opportunity to review applications and the option to comment on a particular application. Since the SCH does not receive a complete copy of the federal assistance full proposal or budget, any person wishing to review a proposal further must contact the applicant directly for more information. Kern COG takes no position on any of the projects presented but provides the information for public consideration only.

Applicant: Omni Family Health

Address: 4900 California Avenue, Suite 400 B
Bakersfield, CA 93309-7081
Contact: Francisco Castillon
Telephone Number: (661) 459-1900
Email Address: fcastillon@omnifamilyhealth.org

Federal Agency: Health Resources and Services Administration

Assistance Listing Number: 93.224
Funding Opportunity Number: HRSA-26-004
Title: Service Area Competition
Description: For over 47 years Omni Family Health has worked to improve the health outcomes of underserved communities and populations by providing affordable health care to all regardless of ability to pay.

Federal Funds: \$9,500,276.00

State Funds:

Program Income:

Total Funds: \$9,500,276.00

Applicant: Superior Court of California, County of San Joaquin

Address: 180 E. Weber Avenue
Stockton, CA 94202-2726
Contact: Jennie Rodriguez-Moore
Telephone Number: (209) 992-5515
Email Address: jmoore@sjcourts.org

Federal Agency: Substance Abuse and Mental Health Services Administration

Assistance Listing Number: 93.243
Funding Opportunity Number: TI-19-002
Title: SAMHSA Treatment Drug Courts
Description: San Joaquin Drug Court Expansion Project

Federal Funds: \$1,818,602.00
State Funds:
Program Income:
Total Funds: \$1,818,602.00

Action: Information Only.

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

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

IV. MEMBER AGENCY OVERDUE TDA AUDITS (Schlosser)

Comment: Discussion of Member Agencies that are overdue with Transportation Development Act Audits.

Action: After discussion, Director Calderon made a motion to adopt a policy permitting Kern COG to retain member TDA funds on a member-by-member basis in the event of excess expense to Kern COG resulting from inaction on the part of the member agency. Retained funds shall be limited to the direct expenses to Kern COG and shall be a maximum of \$10,000 per year of delinquency; second by Director Reyna; motion was approved 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:

- Report on Joint Meeting with SCAG – October 3, 11:00 a.m., Salt Creek Grill in Valencia.
- Regional Awards, Call for Nominations
- Job Postings
- Board Folder Items
 - Timeline
 - RTP Outreach Flier

IX. MEMBER STATEMENTS: None.

X. CLOSED SESSION: None.

XI. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:17 p.m. - **NEXT MEETING – NOVEMBER 20, 2025**

Respectfully submitted,

ATTEST:

Jay Schlosser, Executive Director

Bob Smith, Chairman

DATE: _____



III. D. COG

November 20, 2025

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

By: Becky Napier, Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
REGIONAL EARLY ACTION PLANNING 2.0 GRANT RESOLUTION

DESCRIPTION:

In July 2025 Kern COG was advised by the California Department of Housing and Community Development (HCD) that the REAP 2.0 grant deadlines had been extended by the Governor (AB 130, 2025-2026 Budget).

DISCUSSION:

The extensions were immediately in effect and will formally take effect upon HCD's execution of a Standard Agreement amendment that includes the changes.

The changes include the following:

- Expenditure deadline: Extended by six (6) months from June 30, 2026 to December 31, 2026.
- Final invoice submission deadline: Extended by fifteen (15) months from March 31, 2026 to June 30, 2027 (for expenditures up to December 31, 2026).
- Final report submission deadline: Extended by six (6) months from December 31, 2026 to June 30, 2027.
- In addition, for MPOs only – If an MPO has unexpended funds after the expenditure deadline, the department may, no later than December 31, 2027 (previously 2026), reallocate those funds to another eligible MPO, for reimbursement for other expenditures incurred by the expenditure deadline, up to their original allocation amount.

HCD is finalizing the agreement materials for the extension. To proceed, an updated resolution is needed.

ACTION:

Approve Resolution No. 25-25 and authorize the Chairman to sign the Resolution. ROLL CALL VOTE.

Resolution Number 25-25
Kern Council of Governments

AUTHORIZING RESOLUTION

A necessary quorum of the Board of Directors of Kern Council of Governments: a Metropolitan Planning Organization ("Applicant") hereby adopts and ratifies the following resolution:

WHEREAS, the Department 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.

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;

WHEREAS Applicant is a Metropolitan Planning Organization or Council of Government 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). D. WHEREAS the Department shall approve the Request for Funds, subject to the terms and conditions of the Eligibility Guidelines NOFAs Program requirements and the Standard Agreement by and between the Department and REAP 2.0 Grant Recipients.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Metropolitan Planning Organization is hereby authorized and directed to request an allocation of funds not to exceed \$ 11,925,381.61 (the amount allocated pursuant to Health and Safety Code section 50515.07(a) consistent with the methodology described in 50515.09(a)).
2. The Executive Director, Jay Schlosser, is authorized to execute the Request for Funds, on behalf of the Kern Council of Governments, a Metropolitan Planning Organization as required by the Department for receipt of REAP 2.0 funds.
3. When Kern Council of Governments, a Metropolitan Planning Organization receives an allocation of REAP 2.0 funds in the authorized amount of \$ 11,925,381.61 from the Department pursuant to the above referenced Request for Funds, it represents and certifies that it will use all such funds only for eligible activities as set forth in Health and Safety Code section 50515.08(c)(1), as approved by the Department and in accordance with all REAP 2.0 requirements, guidelines, all applicable state and federal statutes, rules, regulations, and the Standard Agreement executed by and between the Applicant Kern Council of Governments, a Metropolitan Planning Organization and the Department.
4. The Executive Director, Jay Schlosser, is authorized to enter into, execute, and deliver a State of California Standard Agreement for the amount of \$11,925,381.61 and any and all other documents required or deemed necessary or appropriate to evidence and secure the REAP 2.0 Allocation, the Kern Council of Governments, a Metropolitan

Planning Organization's obligations related thereto and all amendments the Department deems necessary and in accordance with REAP 2.0.

PASSED AND ADOPTED at a regular meeting of the Kern Council of Governments, a Metropolitan Planning Organization this 20th day of November, 2025, by the following roll call vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Bob Smith, Chairman
Kern Council of Governments

INSTRUCT/ON: The attesting officer cannot be the person identified in the resolution as the authorized signor.

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 November, 2025.

Brian Van Wyk, County Counsel
Kern Council of Governments

Date: 11-20-25



November 20, 2025

III. E. COG

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

BY: Becky Napier, Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. E.
FY 2025-2026 Overall Work Program and Financial Plan Amendment No. 2:
Resolution No. 25-27.

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 \$156,384.

DISCUSSION

Attached are the worksheets documenting the details of FY 2025-2026 OWP and Financial Plan, Amendment No. 2. Staff recommends the following significant changes:

Financial Plan

The revision includes an increase in federal funds of \$2,952,150 to \$3,096,961.

The revision includes an increase in state funds of \$4,665,108 to \$4,676,681.

Overall Work Program

The Final Fiscal Year 2025-26 Formula Allocations were included in this Amendment No. 2. Eight (8) Work Elements using Federal Grants, State Grants and Regional Planning and will reconcile to the Financial Plan and Fiscal Year 2025-26 Overall Work Program.

The revision is detailed as follows:

*There was an increase in Federal Grants by \$144,811. There was an increase in State Grants by \$11,573 for a total net increase of \$156,384. Detailed changes listed on the supporting pages of this staff report. There was a decrease in Regional Planning by \$151,450 for an overall increase of \$4,934.

ACTION

Approve Amendment No. 2 to the FY 2025-2026 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 25-27. ROLL CALL VOTE.

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

RESOLUTION 25-27

In the matter of:

AMENDMENT NO. 2 TO THE FY 2025-2026 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 2025-2026; and

WHEREAS, Amendment No. 2 will result in increased net total budgetary appropriations of \$156,384 as detailed in the attachments, attached hereto and made a part of this Resolution No. 25-27 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 2 to the FY 2025-2026 Overall Work Program/Financial Plan is hereby authorized.

AUTHORIZED AND SIGNED THIS _____ DAY OF _____.

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 the Kern Council of Governments, duly authorized at a regularly scheduled meeting held on the 20th day of November, 2025.

Jay Schlossr
Executive Director
Kern Council of Governments

Date: _____

Revised November 12, 2025

Account No./Title	2025-26 Adopted	Amendment No. 1	Amendment No. 2	2025-26 Revised
REVENUE				
4140-Federal Grants	\$2,800,036	\$152,114	\$144,811	\$3,096,961
3955-State Grants	\$4,363,131	\$301,977	\$11,573	\$4,676,681
4220-Regional Planning/Admin.	\$1,191,486	\$(278,239)	\$(151,450)	\$761,797
4220-Local Contracts	\$61,446	\$350,000		\$411,446
5370-Miscellaneous	\$25,000			\$25,000
TOTAL REVENUE	\$ 8,441,099	\$ 525,852	\$4,934	\$ 8,971,885
EXPENDITURES				
Personnel:				
6110-Regular Salaries & Wages	\$2,288,724			\$2,288,724
6200-Extra-Help Wages	\$50,414			\$50,414
6410/6600-Fringe Benefits	\$1,313,000			\$1,313,000
SUBTOTAL-PERSONNEL	\$ 3,652,138	\$ -	\$ -	
SUBTOTAL-7500 - PROFESSIONAL	\$4,329,982	\$ 77,232		
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	\$44,675			\$44,675
7450-Office Supplies	\$25,706			\$25,706
7525-Data Processing	\$49,295			\$49,295
7600-Public/Legal Notices	\$91,829			\$91,829
7630-Leases-Equipment				
7650-Leases-Structures	\$172,519			\$172,519
7700-Special Dept. Expense	\$6,000			\$6,000
7730-Training & Development	\$29,327			\$29,327
7740-Travel Expenses	\$50,786			\$50,786
7750-Personal Vehicle Mileage	\$11,849			\$11,849
7970-Kern County Indirect Costs	\$3,000			\$3,000
7990-Depreciation Expense	\$21,000			\$21,000
7995-Bad Debt Expense				

SUBTOTAL-SERVICES & SUPPLIES	\$562,106		\$ 562,106
SUBTOTAL-8601-CAPITAL OUTLAY	\$17,000	\$4,615	\$ 21,615
TOTAL EXPENDITURES	\$ 8,561,226	\$ 81,847	\$ 8,643,073
Depreciation Adjustment			
OPERATING SURPLUS/(DEFICIT)	-\$120,127	\$444,005	\$ 328,812

Kern Council of Governments

SCHEDULE OF FY 2024-2025 OVERALL WORK PROGRAM AMENDMENTS

Revised: November 12, 2025

Work Element Title	WE No.	Approved Budget	Amendment No. 1	Amendment No. 2	Revised Budget
Air Quality Modeling/Transportation Management	101.1	71,697	-		\$ 71,697
Environmental Review and Monitoring Program	102.1	16,232	-		\$ 16,232
Community and Environmental Inventory Mapping System	201.1	492,425	4,615		\$ 497,040
Mapping Services and Technical Support	201.1	-	-		\$ -
2025-2026 Sustainable Communities Public Participation	203.1A	164,605	29,455		\$ 194,060
2025-2026 Sustainable Communities Performance Measures	203.2A	105,583	61,038		\$ 166,621
2025-2026 Sustainable Communities Mobility Innovations and Incentives Planning	203.3A	70,535	9,898		\$ 80,433
2025-2026 Sustainable Communities Strategy Forecast and Travel Model Activity Program	203.4A	93,058	10,676		\$ 103,734
Regional Housing Need Allocation Plan	203.5	22,065	-		\$ 22,065
Regional Transportation Plan/Congestion Management Process	601.1	412,917	74,910		\$ 487,827
RTP/CIP Financial Element	601.2	48,230	-		\$ 48,230
Regional Transportation Community Survey & Outreach	601.3	102,796	(76,512)		\$ 26,284
Federal Performance Measures Data and Analysis	601.4	49,132	(26,520)		\$ 22,612
Transportation Improvement Program	602.1	343,340	-		\$ 343,340
Project Planning & Development Assistance for Federal-Aid Projects	602.2	291,168	-		\$ 291,168
Transportation Systems Monitoring and Coordination	603.1	54,489	-		\$ 54,489
Traffic Count Program	603.2	104,991	-		\$ 104,991
Mobility Innovations and Incentives	6.303	55,682	-		\$ 55,682
Kern Electric Vehicle (EV) Blueprint	603.4	1,283,972	-		\$ 1,283,972
MD&HD Zero-Emission Vehicle Infrastructure		-	-		\$ -
Regional Travel Demand Model Maintenance	604.1	480,201	1,000	-\$ 34,241	\$ 446,960
Regional Growth Forecast Model Data & Analysis	604.2	160,059	25,000		\$ 185,059
Regional Travel Demand Model Analysis	604.3	23,626	-		\$ 23,626
Corridor/Major Investment/Impact Studies	605.1	10,701	-		\$ 10,701
KARGO C-CAMS	605.2	1,222,647	335,131		\$ 1,557,778
Transit, Aviation and Passenger Rail Planning	606.1	331,742	-		\$ 331,742
Kern Trans-Sierra Transit Climate Adaptation Plan (2024/25)	606.2	1,050,264	(367,365)		\$ 682,899
TIRCP Administration	606.3		350,000		\$ 350,000
Active Transportation and Complete Streets Program	608.1	57,510		39,173	\$ 96,683
Kern Active Transportation Plan (ATPlan) Program		-	-		\$ -
Transportation Demand Management	609.1	355,563	-		\$ 355,563
Freight Planning	610.1	63,441	-		\$ 63,441
Phase II KARGO Sustainability Study		-	-		\$ -
I-5 Freight ZERO Pilot Study		-	-		\$ -
Grant Writing	801.1	152,411	-		\$ 152,411
Regional Technical Assistance	902.1	8,506	-		\$ 8,506

Information and Data Management	903.1	124,812	-	\$	124,812
Interregional Transportation Coordination	904.1	149,518	9,869	\$	159,387
Local Clearinghouse Review Program	904.2	5,181	-	\$	5,181
Local Reimbursement	1001.1	75,328	18,257	\$	93,585
Legislative Program	1001.2	36,774	1,400	\$	38,174
Transportation Development Act (TDA) Program	1001.3	131,654	-	\$	131,654
Information Services and Tribal Consultation	1001.4	47,330	65,000	\$	112,330
Overall Work Program (OWP) Development and Monitoring	1001.5	84,467	-	\$	84,467
KMAA System Administration and Operations	2001.1	36,506	-	\$	36,506
511 System Administration and Operations	2002.1	24,940	-	\$	24,940
T O T A L		\$ 8,416,098	525,852	4,932	8,946,882
CARRYOVER FUNDS		\$ 1,283,972		\$	301,977
FY 2025-26 FINAL FUNDS		\$ 7,132,127		\$	8,644,908
TOTAL (CONTROL)		\$ 8,416,099	525,852	\$ 4,932	\$ 8,946,885

Funding Source		Caltrans Calif.Aid to Airports 90/10 (1)	FTA SEC.5304 Rural Carryover (4)	FTA SEC.5303 MPO 25-26 (5)	FTA SEC.5303 MPO Carryover 24-25 (5)	FHWA PL 25-26 89/11 (7)	FHWA PL 24-25 Carryover (7a)	FHWA PL 23-24 Carryover (7b)	FHWA RSTP 25-26 (9)	FHWA CMAQ 25-26 89/11 (10)	FHWA SPR (10a)	Caltrans ATP (11a)	STIP PPM 25-26 (11b)	SB-1F 25-26 (11c)	SB-1F 24-25 Carryover (11d)	SB-1F 23-24 Carryover (11e)	SHA-CAP (12)	HCD (12a)	HSIP (12b)	CARB (12c)	CEC (12b)	Toll Credits* (13)	Regional Planning Match (14)	Regional Planning Non-match (13)	Regional Planning (13)	Local Contracts (14)	TOTAL		
Air Quality Modeling/Transportation Management	101.1					\$ 38,873																	\$ 4,459	\$ -	\$ 32,824	\$ 32,824		\$ 71,697	
Environmental Review and Monitoring Program	102.1			\$ 16,232																			\$ 1,862	\$ -	\$ -	\$ -		\$ 16,232	
Community and Environmental Inventory Mapping System	201.1			\$ 118,000		\$ 379,040																	\$ 57,010	\$ -		\$ -		\$ 497,040	
Mapping Services and Technical Support	201.2																						\$ -	\$ -	\$ -	\$ -		\$ -	
2025-2026 Sustainable Communities Public Participation	203.1A													\$ 145,725	\$ 18,247	\$ 7,830							\$ -	\$ 22,259	\$ -	\$ 22,259		\$ 194,060	
2025-2026 Sustainable Communities Performance Measures	203.2A													\$ 93,473	\$ 54,037								\$ -	\$ 19,111	\$ -	\$ 19,111		\$ 166,621	
2025-2026 Sustainable Communities Mobility Innovations and Incer	203.3A													\$ 62,445	\$ 8,762								\$ -	\$ 9,226	\$ -	\$ 9,226		\$ 80,433	
2025-2026 Sustainable Communities Forecast & Travel Model	203.4A													\$ 82,384	\$ 9,422								\$ -	\$ 11,894	\$ 34	\$ 11,928		\$ 103,734	
Regional Housing Need Allocation Plan	203.5																						\$ -	\$ -	\$ 22,065	\$ 22,065		\$ 22,065	
Regional Transportation Plan/Congestion Management Process	601.1			\$ 120,828		\$ 287,335	79,664																\$ 55,954	\$ -		\$ -		\$ 487,827	
RTP/CIP Financial Element	601.2					\$ 48,230																	\$ 5,532	\$ -	\$ -	\$ -		\$ 48,230	
Regional Transportation Community Survey & Outreach	601.3					\$ 26,284																	\$ 3,015	\$ -		\$ -		\$ 26,284	
Federal Performance Measures Data and Analysis	601.4					\$ 612																	\$ 70	\$ -	\$ 22,000	\$ 22,000		\$ 22,612	
Transportation Improvement Program	602.1													\$ 343,340									\$ 39,381	\$ -		\$ -		\$ 343,340	
Project Planning & Development Assistance for Federal-Aid Project	602.2													\$ 291,168									\$ 33,397	\$ -		\$ -		\$ 291,168	
Transportation Systems Monitoring and Coordination	603.1					\$ 41,593								\$ 11,417									\$ 4,771	\$ 1,479		\$ 1,479		\$ 54,489	
Traffic Count Program	603.2								\$ 79,677															\$ -	\$ 10,323	\$ 14,991	\$ 25,314		\$ 104,991
Mobility Innovations and Incentives	603.3					\$ 53,818																	\$ 6,173	\$ -	\$ 1,864	\$ 1,864		\$ 55,682	
Kern Electric Vehicle (EV) Blueprint	603.4																					\$ 1,283,972	\$ -	\$ -	\$ -	\$ -		\$ 1,283,972	
MD&HD Zero-Emission Vehicle Infrastructure	603.5																						\$ -	\$ -	\$ -	\$ -		\$ -	
Regional Travel Demand Model Maintenance	604.1					\$ 422,826	\$ 24,134																\$ 51,266	\$ -	\$ -	\$ -		\$ 446,960	
Regional Growth Forecast Model Data & Analysis	604.2					\$ 178,120																	\$ 20,430	\$ -	\$ 6,939	\$ 6,939		\$ 185,059	
Regional Travel Demand Model Analysis	604.3													\$ 23,626									\$ 2,710	\$ -		\$ -		\$ 23,626	
Corridor/Major Investment/Impact Studies	605.1					\$ 10,208																	\$ 1,171	\$ -	\$ 493	\$ 493		\$ 10,701	
KARGO C-CAMS (2023/24)	605.2													\$ 160,292				\$ 1,397,486					\$ 18,385	\$ -		\$ -		\$ 1,557,778	
Transit, Aviation and Passenger Rail Planning	606.1			\$ 145,977	\$ 65,159	\$ 17,355	\$ 101,749																\$ 37,879	\$ -	\$ 1,502	\$ 1,502		\$ 331,742	
Kern Trans-Sierra Transit Climate Adaptation Plan (FY 25-26) **	606.2													\$ 70,269				\$ 612,630					\$ 8,060	\$ -		\$ -		\$ 682,899	
TIRCP Administration	606.3																						\$ -	\$ -		\$ -	\$ 350,000	\$ 350,000	
Active Transportation and Complete Streets	608.1					\$ 49,524	\$ 34,241	\$ 12,918															\$ 9,608	\$ -		\$ -		\$ 96,683	
	608.2																						\$ -	\$ -	\$ -	\$ -		\$ -	
	608.3																						\$ -	\$ -		\$ -		\$ -	
Transportation Demand Management	609.1									\$ 314,780													\$ -	\$ 40,783	\$ -	\$ 40,783		\$ 355,563	
Freight Planning	610.1					\$ 60,189								\$ 156									\$ 6,904	\$ -	\$ 3,096	\$ 3,096		\$ 63,441	
Phase II KARGO Sustainability Study	610.2																						\$ -	\$ -	\$ -	\$ -		\$ -	
I-5 Freight ZERO Pilot Study	610.3																						\$ -	\$ -	\$ -	\$ -		\$ -	
Grant Writing	801.1																						\$ -	\$ -	\$ 152,411	\$ 152,411		\$ 152,411	
Regional Technical Assistance	902.1					\$ 8,139																	\$ 934	\$ -	\$ 367	\$ 367		\$ 8,506	
Information and Data Management	903.1					\$ 116,771																	\$ 13,394	\$ -	\$ 8,041	\$ 8,041		\$ 124,812	
Interregional Transportation Coordination	904.1					\$ 112,887																	\$ 12,948	\$ -	\$ 46,500	\$ 46,500		\$ 159,387	
Local Clearinghouse Review Program	904.2																						\$ -	\$ -	\$ 5,181	\$ 5,181		\$ 5,181	
Local Reimbursement	1001.1																						\$ -	\$ -	\$ 93,585	\$ 93,585		\$ 93,585	
Legislative Program	1001.2																						\$ -	\$ -	\$ 38,174	\$ 38,174		\$ 38,174	
Transportation Development Act (TDA) Program	1001.3																						\$ -	\$ -	\$ 131,654	\$ 131,654		\$ 131,654	
Information Services and Tribal Consultation	1001.4					\$ 47,330																	\$ 5,429	\$ -	\$ 65,000	\$ 65,000		\$ 112,330	
Overall Work Program (OWP) Development and Monitoring	1001.5					\$ 81,808	\$ 2,659																\$ 9,688	\$ -		\$ -		\$ 84,467	
KMAA System Administration and Operations	2001.1																						\$ -	\$ -	\$ -	\$ -	\$ 36,506	\$ 36,506	
511 System Administration and Operations	2002.1																						\$ -	\$ -	\$ -	\$ -	\$ 24,940	\$ 24,940	
SUBTOTAL		\$0	\$ -	\$ 401,037	\$ 65,159	\$ 1,980,943	\$ 242,447	\$ 12,918	\$ 79,677	\$ 314,780	\$ -	\$ -	\$ 888,695	\$ 395,600	\$ 90,468	\$ 7,830	\$ 2,010,116	\$ -	\$ -	\$ -	\$ -	\$ 1,283,972	\$ 410,429	\$ 115,076	\$ 646,721	\$ 761,797	\$ 411,446	\$ 8,946,884	
ESTIMATED CARRYOVER FUNDS		\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 297,695	\$ -	\$ 90,468	\$ 7,830			\$ -									\$395,993	
FY 2025-26 FINAL FUNDS		\$0	\$ -	\$ 401,037	\$ 65,159	\$ 1,980,943	\$ 242,447	\$ 12,918	\$ 79,677	\$ 314,780	\$ -	\$ -	\$ 591,000	\$ 395,600			\$ 2,010,116		\$ -			\$ 1,283,972	\$ -	\$ 115,076	\$ 646,721	\$ 761,797	\$ 411,446	\$ 8,550,892	
SUBTOTAL		\$0	\$ -	\$ 401,037	\$ 65,159	\$ 1,980,943	\$ 242,447	\$ 12,918	\$ 79,677	\$ 314,780	\$ -	\$ -	\$ 888,695	\$ 395,600	\$ 90,468	\$ 7,830	\$ 2,010,116	\$ -	\$ -	\$ -	\$ -	\$ 1,283,972	\$ -	\$ 115,076		\$ 761,797	\$ 411,446	\$8,946,885	
		\$ - \$ - \$ - \$ 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.

** WE 606.2 is a 3 year grant. In 2025-26 75% of the remaining funds are programmed. In 2026-27 the remaining funds will be programmed.



III. F. COG

November 20, 2025

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

By: Irene Enriquez
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. F.
AMENDMENT TO EV READY COMMUNITIES' MEMORANDA OF UNDERSTANDING
BETWEEN KERN COG AND CITY OF WASCO AS FUNDED BY THE CALIFORNIA
ENERGY COMMISSION AGREEMENT ARV-20-010-01

DESCRIPTION:

Amendments to the EV Ready Communities Memoranda of Understanding (MOU) between Kern Council of Governments and various site hosts to extend the termination date, County Counsel has approved the agreement as to form.

Description:

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 2019 Kern EVCS Blueprint identified high impact charging station locations within the jurisdictions of Kern COG's member agencies, demonstrating opportunities to benefit disadvantaged communities. Kern Community College District (KCCD) and its Bakersfield College (BC) requested and will receive funding through this opportunity: the cities of Arvin, California City, Delano, McFarland, and Wasco.

Kern COG, along with the City of Wasco, agreed to extend the term of the MOU. The amendment to the MOU does not alter the scope of work. However, the Schedule of Projects has been updated to fulfill administrative reporting requirements, complete installations, and deliver the projects. The amendment attached outlines the current termination date for City of Wasco and the new extension date for the amendment.

Staff requests approval of the amendment.

ACTION: Approve the Amendment to Memoranda of Understanding between Kern Council of Governments and City of Wasco; authorize Chair to sign. ROLL CALL VOTE.

AMENDMENT No. 3 TO MEMORANDUM OF UNDERSTANDING
BETWEEN
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 AMENDMENT (hereinafter “Amendment No. 3”) TO CONTRACT, for reference purposes is made effective as of December 06, 2025, (“Effective Date”) by and between the Kern Council of Governments (hereinafter “KERN COG”) and CITY OF WASCO, a municipal government of the State of California (hereinafter “CITY”).

RECITALS:

WHEREAS, KERN COG and the CITY entered into a Memorandum of Understanding (“MOU”) dated November 16, 2021; and

WHEREAS, the Parties amended the agreement for the first time on July 21, 2022, to update terms and conditions; and

WHEREAS, the Parties amended the agreement for the second time on September 19, 2024, to extend the termination date from September 30, 2024, to December 5, 2025; and

WHEREAS, the parties wish to amend the MOU as specified herein.

AGREEMENT:

1. The Term of the MOU shall be extended through April 30 , 2026.
2. Except as expressly amended herein, all provisions of the MOU shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment Number 3 to the MOU shall be effective as of the Effective Date.

KERN COUNCIL OF GOVERNMENTS

CITY OF WASCO

John (Jay) Schlosser, Executive Director
“Kern COG”

Scott Hurlbert, City Manager
City of Wasco

Bob Smith, Chair
“Kern COG”

APPROVED AS TO FORM

Brian Van Wyk, Deputy
County Counsel



III. G. COG

November 20, 2025

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

BY: Ben Raymond
Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. G.
COMMUNITY SURVEY CONTRACT APPROVAL

DESCRIPTION:

Community Survey Contract for Fiscal Year 2025-2026 in an amount not to exceed \$75,000. This item has been sent to County Counsel for review.

DISCUSSION:

The Request for Proposal for the 2025 Community Survey included a clause allowing Kern COG to retain the services of the successful firm for up to four (4) additional fiscal years. On September 29, 2025, Godbe Research submitted a letter of intent (attached) to conduct another Kern COG Community Survey for fiscal year 2025-2026. Godbe Research is assigning the same project manager, Bryan Godbe.

The research objectives for the community survey are to: (a) assess residents' overall opinion of the quality of life in their city or town; (b) survey the importance of issues related to the future quality of life in the county; (c) identify housing preferences; (d) understand the daily commute of the average resident; and (e) identify any differences in opinion due to demographic and/or behavioral characteristics. Selected questions and variables are compared to previous telephone surveys conducted from 2007 through 2025.

The 2026 survey will be used to inform the continuing Regional Transportation Planning process. It is anticipated the current survey will be conducted in the spring of 2026. This project was approved in the 2025-2026 Overall Work Program.

ACTION

Approve the contract for the Community Survey between Kern COG and Godbe Research in an amount not to exceed \$75,000 and authorize the Chair to sign. ROLL CALL VOTE.

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

2026 Community Survey

THIS CONTRACT, made and entered into on November 20, 2025, 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 September 29, 2025, 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: Ben Raymond, 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 2026 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 2024/25).

Consultant services and reimbursements beyond June 30, 2026, are subject to the inclusion and funding agency approval of this project in Kern COG's 2025-2026 fiscal year Overall Work Program (OWP). If the project or OWP is not approved, this contract is terminated, effective the ending date of the last approved Kern COG OWP.

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 203.1A as identified on the FY 2025-2026 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 one million dollars (\$1,000,000) 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. Jay Schlosser,
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

Jay Schlosser, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

Bob Smith, Chair
"Kern COG"

Brian Van Wyk, Deputy
Kern County Counsel

CONSULTANT

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, 2026, 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



September 29, 2025

Ms. Susanne Campbell
Regional Planner/Rideshare Coordinator
Kern Council of Governments
1401 19th Street
Suite 300
Bakersfield, CA 93301

Dear Ms. Campbell:

Godbe Research is pleased to submit this letter of interest to conduct the 19th Annual Community Survey for the Kern Council of Governments (Kern COG) for the fiscal year 2025 – 2026 (FY 25/26). Based on our review of the methodology, scope and fees for the most recent Annual Community Survey events using a hybrid Internet and telephone survey methodology in English and Spanish as well as an email and text recruitment for the Internet version of the survey and cell phone and landline calls for the telephone version of the survey, we have provided cost options below (by survey length) for the FY 25/26 Annual Community Survey.

Please note that there are minimal cost increases for the current FY 25/26 survey process with increases in the Email and Telephone Sample, Internet Programming/Testing and Telephone Data Collection line items, which are vendor costs. The fees, however, for the longest survey length are still below maximum budget amount of \$75,000 for a survey of 25-minutes in length (same length as previous survey events of 22 to 25-min) and we envision a similar survey length range for FY 25/26. Thus, the cost options provided below can accommodate a survey length of up to 25-minutes in English and Spanish based on the not to exceed amount of \$75,000 in our master contract with Kern COG signed in FY 23/24.

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

<u>Project Task</u>	<u>18-min.</u>	<u>20-min.</u>	<u>22-min.</u>	<u>25-min.</u>
Listed Telephone Sample	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00
Email Sample Purchase	\$2,600.00	\$2,600.00	\$2,600.00	\$2,600.00
Third Party Cell/Email Matching	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Internet Programming/Testing	\$7,500.00	\$7,750.00	\$8,000.00	\$8,250.00
Telephone CATI Programming	\$1,500.00	\$1,750.00	\$2,000.00	\$2,250.00
Internet Version Recruitment	\$1,250.00	\$1,250.00	\$1,250.00	\$1,250.00
Internet Version Hosting	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
Telephone Interviewing	\$24,000.00	\$27,000.00	\$30,000.00	\$33,000.00
Data Processing	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
Research Fee	\$9,250.00	\$9,250.00	\$9,250.00	\$9,250.00
Project Management	\$3,250.00	\$3,250.00	\$3,250.00	\$3,250.00
Miscellaneous Expenses	\$500.00	\$500.00	\$500.00	\$500.00
English Only Survey Total	\$57,150.00	\$60,650.00	\$64,150.00	\$67,650.00
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	\$61,600.00	\$65,700.00	\$69,800.00	\$73,900.00



GODBE RESEARCH
Gain Insight

Godbe Research is ready and excited to begin the FY 25/26 Annual Community Survey according to Kern COG's schedule. As always, we look forward to working with Kern COG on another successful Annual Community Survey process. If you have any questions or would like any additional information, please do not hesitate to contact me directly.

Sincerely,

A blue ink handwritten signature, likely of Charles Hester, written in a cursive style.

Charles Hester
Vice President

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.

(Consultant)

Date