AGENDA
KERN COUNCIL OF GOVERNMENTS
January 16, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

I. **ROLL CALL:** Ayon, Couch, Espinoza, Flores, Gorman, Hawkins, Krier, Reyes, Reyna, B. Smith, P. Smith, Delano, Maricopa

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

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

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

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

A. **Approval of Minutes November 21, 2024.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **KERN COG'S 2024 REGIONAL AWARD OF MERIT CEREMONY** (Campbell)

Comment: Announcement of the 2024 Regional Awards of Merit recipients.

Action: Information.

E. **Local Clearinghouse:**

Applicant: National Council for Community Development, Inc.
Address: 633 3rd Avenue, 19th Floor, Suite J
New York, New York 10017-8155
Contact: Ms. Virginia Flores

Federal Agency: Environmental Protection Agency
Catalog Number: 66.616
Title: Reestablishing a Tejon Tribal Homeland

Federal Funds: $3,000,000.00
Total Funds: $3,000,000.00

Applicant: Kern County
Address: 2700 M Street, Suite 400
Bakersfield, CA 93301-2370
Contact: Yolanda Alcantar

Federal Agency: Federal Railroad Administration
Catalog Number: 20.326
Title: Connecting Communities Safely along the San Joaquin Rail Corridor

Federal Funds: $67,200,000.00
Total Funds: $84,000,000.00

Applicant: City of Bakersfield
Address: 1600 Truxtun Avenue
Bakersfield, CA 93301-5140
Contact: Juan Heredia

Federal Agency: Environmental Protection Agency
Catalog Number: 66.920
Title: Bakersfield Material Recovery Facility

Federal Funds: $5,000,000.00
Total Funds: $5,000,000.00

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

IV. **APPOINTMENT OF AN EXECUTIVE COMMITTEE MEMBER** (Napier)

Comment: Kern Council of Governments (COG) Board Appointment to the Executive

Committee.

Action: Appoint one (1) Board Member to the Executive Committee. ROLL CALL VOTE.

V. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY (None)

VI. MEETING REPORTS: (None)

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

A. Timeline

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

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

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be February 20, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of November 21, 2024

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KERN COG BOARD ROOM — THURSDAY
1401 19TH STREET, THIRD FLOOR — November 21, 2024
BAKERSFIELD, CALIFORNIA — 6:30 P.M.

The meeting was called to order by Chairman Smith at 6:57 p.m.

I. ROLL CALL:
Members Present: Ayon, Gorman,, Crump, Espinoza, Krier, B Smith, P. Smith
Congestion Management Agency Ex-Officio Members: Carr, Perrault, Van De Voode, Warney
Members Absent: Couch, Creighton, Flores, Reyes, Reyna, Vasquez
Others: Antonio Ronquillo
Staff: Hakimi, Campbell, Pacheco, Banuelos, Enriques, Raymond, Valle, Heimer, Romero Valdivia, Montalvo (virtual), Invinia-Jayasiri (virtual), Plank (virtual)

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 19, 2024

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. FY 2024-2025 OWP and Financial Plan Amendment No. 2: Resolution No. 24-48 (Montalvo)

Action: Approve Amendment No. 2 to the FY 2024-2025 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 24-48. ROLL CALL VOTE.

E. Community Survey Contract Approval (Campbell)

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

F. Purchase of Server Computers (Heimer)

Action: Authorize Executive Director to purchase equipment. ROLL CALL VOTE.

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

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

H. **Environmental Document Preparation 2026 Regional Transportation Plan** (Ball)

Action: Approve and authorize the Chairman to sign the contract between Kern COG and Impact Sciences in an amount not to exceed $350,540.95. ROLL CALL VOTE.

I. **Master Fund Transfer Agreement Resolution** (Montalvo)

Action: Approve and authorize the Chairman to sign Resolution No. 24-47 authorizing the Executive Director to sign the Master Fund Transfer Agreement. ROLL CALL VOTE.

J. **Local Clearinghouse:**

Applicant: 76 Wible Inc.
Address: 3301 Wible Road
Bakersfield, CA 93309-6504
Contact: Sandhu Simranjit

Federal Agency: Rural Development United States Department of Agriculture
Catalog Number: 10.754
Title: Rural Business Cooperative Services (RBCS) USDA
HBIIP: Higher Blends Infrastructure Incentive Program

Federal Funds: $560,000.00
Total Funds: $936,520.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Department of Education
Catalog Number: 84.149
Title: California State University Bakersfield – College Assistance Migrant Program

Federal Funds: $474,950.00
Total Funds: $474,950.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Department of Education
Catalog Number: 84.141
Title: California State University Bakersfield – High School Equivalency Program

Federal Funds: $474,950.00
Total Funds: $474,950.00

Applicant: County of Kern
Address: 2700 M Street, Suite 400
Bakersfield, CA 93301-2270
Contact: Yolanda Alcantar

Federal Agency: Federal Railroad Administration
Catalog Number: 20.327
Title: Connecting Growing Communities: Implementing Grad Separations at Cherry Avenue and Renfro Road

Federal Funds: $67,200,000.00
Total Funds: $84,000,000.00

Applicant: RSDL Gas & Liquor Inc.
Address: 3940 Rosedale Highway
Bakersfield, CA 93308-6337
Contact: Stephan Haah

Federal Agency: Department of Agriculture
Catalog Number: 10.754
Title: The project involves installing one 10,000-gallon underground storage tank for E85, removing the existing dispensers, installing six new Gilbarco Encore 700S Multi-Product Fueling Dispensers, and installing new ancillary equipment at the existing gas station.

Federal Funds: $1,387,500.00
Total Funds: $1,850,000.00

Applicant: Kern CCD obo Bakersfield College
Address: 2100 Chester Avenue
Bakersfield, CA 93301-4099
Contact: Bonita Steele

Federal Agency: Department of Education
Catalog Number: 84.149
Title: College Assistance Migrant Program Competition 2025 (CAMP)

Federal Funds: $443,349.00
Total Funds: $443,349.00

Applicant: Open Door Network Homeless Shelter Campus
Address: 1921 19th Street
Bakersfield, CA 93301
Contact: Marley Sherry

Federal Agency: US Department of Housing & Urban Development
Catalog Number: 14.251
Title: Open Door Network Homeless Shelter Campus – Bakersfield Homeless Shelter Project Purpose: The new campus will allow The Open Door Network to merge all of its functions to one location to provide services to people experiencing homelessness, domestic violence, sexual assault, child abuse, and human trafficking.

Federal Funds: $9,000,000.00
Total Funds: $42,400,000.00

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

MOTION BY DIRECTOR P. SMITH TO APPROVE CONSENT AGENDA ITEMS A THROUGH J, 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 made the following comments:

- Request for Volunteers for Regional Award Committee – December 19, 2024
  - Orchel Krier
  - B. Smith
  - P. Smith
- Presented Board Folder Items

VIII. MEMBER STATEMENTS:

None.

IX. CLOSED SESSION:

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

X. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:30 p.m. - **NEXT MEETING – DECEMBER 19, 2024 (MAY BE DARK)**

Respectfully submitted,

_____
Ahron Hakimi, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

January 16, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

BY: Victoria Romero Valdivia
Regional Planner

SUBECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D.
Kern COG's 2024 Regional Award of Merit Ceremony

DESCRIPTION:

Announcement of the 2024 Regional Awards of Merit recipients.

DISCUSSION:

Kern Council of Governments will honor 14 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 6, 2025.

The winners, divided among nine broad categories, are:

Award for Local Government

North of the River Annual Christmas Parade

Award for Community Involvement

West Side Recreation & Park District – Historic Fox Theater Project

Jesus Rodriguez – Fifth District Supervisorial District Community Involvement

Award of Merit for Transportation

Jeffery Davis and Kern County Public Works Capital Projects Division

SR 46 Widening Project

Richard A. Maxwell Award for Public Safety

Tehachapi Police Department – Special Needs Community

Alejandro Bedolla & Kern County Public Works Road Maintenance Division

Ken Volpe Environmental Resources and Conservation

Caltrans District 6 - Emergency Project SR 155

Award of Merit for Innovation

Caltrans District 6 - Clean CA Program

City of Tehachapi & Kern Transit – Dial-a-Ride Marketing Campaign

Darrel Hildebrand Distinguished Leadership

Elected Official: Saul Ayon, City of McFarland

Ronald E Brummet - Lifetime Achievement

Public Official: Diana Gomez, Caltrans District 6 Director

Private Citizen: Dennis Mike Eliott

Chairman's Award of Regional Cooperation

City of Bakersfield Violence Intervention Program

Kern COG is celebrating 33 years of recognizing those programs and people in our region whose ideas and hard work have made life in Kern County better for us all.

The awards banquet will be held beginning at 5:30 p.m. Thursday, March 6, 2025, at Seven Oaks Country Club, 2000 Grand Lakes Ave., Bakersfield, Calif. 93311. Cost is $65 per person, which includes a two-entree dinner buffet.

Reservations are due by noon February 27, 2025, by calling 661-635-2903 or emailing regionalaward@kerncog.org. No money will be accepted at the door.

ACTION:

Information.

Kern Council of Governments

IV.
COG

January 16, 2025

TO: Kern Council of Governments

FROM: Ahron R. Hakimi,
Executive Director

BY: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
APPOINTMENT OF AN EXECUTIVE COMMITTEE MEMBER

DESCRIPTION:

Kern Council of Governments (COG) Board Appointment to the Executive Committee.

DISCUSSION:

The Kern COG Policy Manual establishes the Executive Committee as a Standing Committee of the COG. The Executive Committee shall review future agenda items and provide guidance to the Executive Director on financial and personnel matters. Based on its review, the Committee shall recommend specific actions to the Council as a whole.

The Manual states “the Executive Committee shall be comprised of the Chairman, the representative of the City of Bakersfield and one (1) representative of the County of Kern. In the event that the Chairman is the representative of Bakersfield or the County of Kern, the Vice-Chairman shall serve on the Committee. In the event that the representatives of the City of Bakersfield and the County of Kern hold the positions of Chairman and Vice-Chairman, the third member shall be appointed by a majority vote of the Council.”

The Chairman and the Vice Chairman are from the City of Bakersfield and the County of Kern, it is necessary for the Board to appoint a third person from the Board to the Executive Committee.

ACTION:

Appoint one (1) Board Member to the Executive Committee. ROLL CALL VOTE.

AGENDA
KERN COUNCIL OF GOVERNMENTS
February 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

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TPPC/Kern COG Board

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

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

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

A. **Approval of Minutes January 16, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **MEMORANDUM OF AGREEMENT - KERN COUNCIL OF GOVERNMENTS AND COUNTY OF KERN** (Enriquez)

Comment: This Memorandum of Agreement defines a planning relationship between Kern COG and County of Kern for preparing a five-year transportation development plan (TDP) and a climate adaptation plan that is focused on Kern Transit's service over the Tejon and Tehachapi passes.

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

E. **NINE RURAL TRANSPORTATION DEVELOPMENT PLANS/CLIMATE RESILIENCY STRATEGY UPDATE AND COORDINATED UMAN SERVICES TRANSPORTATION PLAN UPDATE** (Enriquez)

Comment: Award contract to Nelson\Nygaard Consulting Associates for the Nine Rural Transportation Development Plans (TDP)/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan (CHSTP) Update. County Counsel has reviewed this contract.

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

F. **Local Clearinghouse:**

Applicant: Kern County Fair DBA 15th District Agriculture Association
Address: 1142 S P Street
Bakersfield, CA 93307-3950
Contact: Michael Olcott

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

Federal Funds: $2,200,000.00
Total Funds: $2,200,000.00

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY (None)

VI. MEETING REPORTS: (None)

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

A. Timeline

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

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

X. **ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be March 20, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of January 16, 2025

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

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

The meeting was called to order by Chairman Smith at 7:20 p.m.

I. ROLL CALL:
Members Present: Ayon, Couch, Espinoza, Gorman, Morse, Parlier, Reyes (virtual, non-voting), Reyna, B Smith, P. Smith
Congestion Management Agency Ex-Officio Members: Carr, Navarro, Parra, Warney
Members Absent: Hawkins, Krier
Others: Vikki Vega, Rick Franz
Staff: Hakimi, Napier, Campbell, Banuelos, Valle, Romero Valdivia, Ball, Van Wyk, Pacheco, Enriquez (virtual), Invina-Jayasiri (virtual),

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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 21, 2024

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Kern COG's 2024 Regional Award of Merit Ceremony (Campbell)

Action: Announcement of the 2024 Regional Awards of Merit recipients.

E. Local Clearinghouse:

Applicant: National Council for Community Development, Inc.
Address: 633 3rd Avenue, 19th Floor, Suite J
New York, New York 10017-8155
Contact: Ms. Virginia Flores

Federal Agency: Environmental Protection Agency
Catalog Number: 66.616

Title: Reestablishing a Tejon Tribal Homeland

Federal Funds: $3,000,000.00
Total Funds: $3,000,000.00

Applicant: Kern County
Address: 2700 M Street, Suite 400
Bakersfield, CA 93301-2370
Contact: Yolanda Alcantar

Federal Agency: Federal Railroad Administration
Catalog Number: 20.326
Title: Connecting Communities Safely along the San Joaquin Rail Corridor

Federal Funds: $67,200,000.00
Total Funds: $84,000,000.00

Applicant: City of Bakersfield
Address: 1600 Truxtun Avenue
Bakersfield, CA 93301-5140
Contact: Juan Heredia

Federal Agency: Environmental Protection Agency
Catalog Number: 66.920
Title: Bakersfield Material Recovery Facility

Federal Funds: $5,000,000.00
Total Funds: $5,000,000.00

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

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

IV. APPOINTMENT OF AN EXECUTIVE COMMITTEE MEMBER (Napier)

Comment: Kern Council of Governments (COG) Board Appointment to the Executive Committee.

Action: Chairman Smith made a motion to appoint Director P. Smith to the Executive Committee; with no other nominations, the 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:

Executive Director made the following comments:

- Reminded the Board that Kern COG offers a Kern COG 101 training session for new

Board Members and/or staff. The training is available online or on location. Please contact us if you are interested in the training.

- Presented Board Folder Items

IX. MEMBER STATEMENTS:

None.

X. CLOSED SESSION:

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

No action taken.

XI. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 8:05 p.m. - **NEXT MEETING – FEBRUARY 20, 2025**

Respectfully submitted,

_____
Ahron Hakimi, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

February 20, 2025

TO: Kern Council of Governments

FROM : Ahron Hakimi,
Executive Director

By: Irene Enriquez,
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. D. MEMORANDUM OF AGREEMENT – KERN COUNCIL OF GOVERNMENTS AND COUNTY OF KERN

DESCRIPTION:

This Memorandum of Agreement defines a planning relationship between Kern COG and County of Kern for preparing a five-year transportation development plan (TDP) and a climate adaptation plan that is focused on Kern Transit's service over the Tejon and Tehachapi passes.

DISCUSSION:

As the metropolitan planning organization (MPO) for the Kern region, Kern COG is required to coordinate the planning activities of local jurisdictions with the region. Kern County's Kern Transit service conducts public transportation planning for the Kern region, Santa Clarita, and Lancaster.

The Federal transportation planning regulations require that the metropolitan planning organization coordinate the transportation planning of the agencies in the region. Kern COG has agreements with Caltrans, local air districts, and Kern County. Kern COG and Kern County desire to prepare a short-range transit study update and a climate adaptation study for Kern regional service and for its rural service through the Tejon and Tehachapi passes that will be consistent with the 2026 Regional Transportation Plan (RTP) out to the year 2047.

ACTION:

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

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

Kern County
Agt. # 051-2025

MEMORANDUM OF AGREEMENT BETWEEN THE KERN COUNCIL OF GOVERNMENTS AND COUNTY OF KERN

JAN 2 8 2025

THIS MEMORANDUM OF AGREEMENT made and entered into this , by and between the Kern Council of Governments, a joint powers authority (hereinafter "KERN COG"), and the County of Kern (hereinafter "KERN COUNTY"), to prepare an update to the Kern County Climate Adaption Plan (hereinafter "PLAN").

RECITALS:

WHEREAS, KERN COG as the federal metropolitan planning organization is responsible for continuous, coordinated, and comprehensive transportation planning for the Metropolitan Bakersfield area and the Kern region; and

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

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

WHEREAS, KERN COG and KERN COUNTY foresee the need to provide the necessary funding to conduct a PLAN with phased five-year period and a long-range horizon consistent with the 2026 Regional Transportation Plan (RTP) out to the year 2047; and

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

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

AGREEMENT:

1. KERN COG shall be the lead agency for the preparation of the PLAN:

2. KERN COG shall apply for ONE MILLION, FIFTY-THOUSAND DOLLARS from available grant resources such as the Federal Transportation Administration (FTA) Section 5304 administered by Caltrans' Sustainable Communities Grant Program; and

   Kern County shall reimburse KERN COG in an amount not less than FORTY-FIVE THOUSAND, EIGHT HUNDRED, EIGHTY DOLLARS ($45,880) due payable sixty-days upon approval of this agreement to cover the FTA 5304 matching local funds. KERN COG has budgeted not less than EIGHTY-SEVEN-THOUSAND, ONE HUNDRED, FIFTY-NINE DOLLARS ($87,159) for its share of the FTA Section 5304 matching local funds to prepare the PLAN; and

3. KERN COG shall complete all work on this PLAN no later than three years from the award of a consulting contract unless a written extension of time is agreed to by KERN COG and the Consultant, in consultation with KERN COUNTY; and

4. KERN COG shall allow KERN COUNTY to review a copy of the Request for Proposal, if any, for the consulting services prior to its distribution. In addition, KERN COG shall allow KERN COUNTY to review a copy of the contract for the development of the PLAN with KERN COG's consultant prior to the execution of the said contract by KERN COG and its consultant; and

5. The consultant contract shall require the creation of an oversight committee and public forums with representation from KERN COG and KERN COUNTY staff in the development of the STUDY; and

6. Kern County shall reimburse KERN COG in an amount not less than FORTY-FIVE THOUSAND, EIGHT HUNDRED, EIGHTY DOLLARS ($45,880) due payable sixty-days upon approval of this agreement to cover the FTA 5304 matching local funds. Requisition for payment shall refer to Work Element 606.2

7. Either party may, at its sole discretion, terminate this Agreement at any time by giving thirty (30) days written notice to that effect to the other party. In such an event, KERN COG shall be paid for any work satisfactorily completed prior to the effective termination date. Amendment to this agreement must be in writing and mutually agreed to by both parties prior to becoming effective; and

8. KERN COUNTY shall indemnify, defend (upon written request of KERN COG), and save hold harmless KERN COG, its officers, agents, and employees from any and all losses, damages, liability, and claims 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 omission of KERN COUNTY, its officers, agents, independent contractors or employees during the performance of this Agreement.

9. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach 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.

10. 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.

11. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this Agreement shall be of no force or effect except a subsequent modification in writing, signed by the party charged.

12. The terms of this Agreement shall be construed and interpreted under, and by the laws of the State of California shall govern all rights and duties.

13. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other 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, CA 93301

    TO COUNTY OF KERN:

    Joshua Champlin, Director of Public Works
    County of Kern

1300 M Street
Bakersfield, CA 93301

14. The individual executing this Agreement on behalf of each party warrants that they are authorized to execute the Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.

IN WITNESS WHEREOF, the parties hereto have caused the MEMORANDUM OF AGREEMENT to be executed by their respective officers and agents thereunto duly authorized as of the day and year first above written.

KERN COUNCIL OF GOVERNMENTS

Bob Smith, Chair
"KERN COG"

APPROVED AS TO CONTENT:

Ahron Hakimi, Executive Director

Kern Council of Governments

APPROVED AS TO FORM:

Brian Van Wyk
Kern County Counsel
For Kern COG

COUNTY OF KERN

Chair
County of Kern Board of Supervisors

APPROVED AS TO CONTENT:

Joshua Champlin, Director of
Public Works
County of Kern

APPROVED AS TO FORM:

Phillip Hall
Kern County Counsel
For Kern County

Kern Council of Governments

III. E.
COG

February 20, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Irene Enriquez
Regional Planner

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III. E.
Nine Rural Transportation Development Plans /Climate Resiliency Strategy Update and Coordinated Human Services Transportation Plan Update

DESCRIPTION:

Award contract to Nelson\Nygaard Consulting Associates for the Nine Rural Transportation Development Plans (TDP)/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan (CHSTP) Update. County Counsel has reviewed this contract.

DISCUSSION:

The Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update is a federally required short-range Transit Plan evaluating five-year needs for all the rural transit service providers in the Kern region. The TDP will assess the rural transit operator's current services for efficiency and effectiveness and will incorporate any applicable climate adaptation vulnerabilities. The project will also prepare a CHSTP update for the Kern region's social service transportation providers.

Under the contract, Nelson\Nygaard Consulting Associates will receive $639,978 to produce the Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update.

It is recommended the Board award the bid for the Nine Rural TDP/Climate Resiliency Strategies Update and CHSTP Update to Nelson Nygaard Consulting Associates in an amount not to exceed $639,978.13.

ACTION:

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

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND
NELSON NYGAARD CONSULTING ASSOCIATES INC.

THIS CONTRACT, made and entered into this 20th day of February 2025, 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 Nine (9) Rural Transportation Development Plans (TDPs) /Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan 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 November 7, 2024, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule, attached hereto as Exhibit “B,” and Budget/Cost Proposal, attached hereto as Exhibit “C.” During the performance of this contract, the representative project manager for Kern COG and Consultant will be:

Kern COG: Irene Enriquez, Regional Planner
Consultant: Jennifer Wieland, Managing Director/Authorized Signer

III. Term

Time is of material importance in this contract. The term of this contract is February 20th, 2025, through June13, 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.

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

IV. Assignability

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

V. Contract Changes

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

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

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

For services rendered, Consultant may bill and receive up to $639,978.13 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, therefore.

C. Billing Format and Content:

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

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

2. Other Direct Costs: All direct costs billed must be specifically identified. Any

travel costs may not exceed the per diem ($65.00/day meals; $225.00/day accommodations) and mileage rates shall be reimbursed at the IRS-established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

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

E. Allowable Costs and Documentation:

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

VII. Progress Reports

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

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

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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. A Consultant is subject to the duties of the agency relating to rights in data and copyrights as set forth in 48 CFR 52.227-14.

XVI. Publication

A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

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

XVII. Disputes

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

XVIII. Hold Harmless

Consultant agrees to indemnify, and hold harmless, but shall have no duty to defend Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, to the extent caused by any negligent, reckless, or willfully wrongful act or omission of, material breach of the terms of this agreement by, or material violation of applicable laws by Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, and subject to the same extent caused by negligent, reckless, or willful act or omission, breach, or violation of applicable laws, the same shall include bodily and personal injury or death to any

person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

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

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

A. Commercial general liability insurance with coverage of not less than $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, $2,000,000 general aggregate, $2,000,000 products/completed operations aggregate. Such limits may be met through a combination of primary and excess policies. Commercial general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.

B. Business automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each accident.

C. Professional liability insurance of at least one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

D. Worker's compensation insurance as required by law.

This insurance shall not be canceled or reduced without a minimum of thirty (30) days advance written notice given to Kern COG except ten (10) days for non-payment of premium. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern

COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers, agents, and employees individually and collectively as additional insured (commercial general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled, changed, or, nonrenewed without a minimum of thirty (30) days advance, written notice given to Kern COG, except ten (10) days for non-payment of premium.

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

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

A. The Commercial General Liability and Automobile Liability Insurance required in sub-paragraphs A and B shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on the most recent edition of the ISO CG 20 10 and CG 20 37 forms. Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

B. Any self-insured retentions in excess of $10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.

C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

D. Cancellation of Insurance -- The above-stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits nonrenewed, except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, nonrenewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

E. All insurance shall be issued by a company or companies authorized to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating. Any exception to these requirements must be approved by the Kern COG, such approval shall not be unreasonably withheld.

F. If Consultant is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its reasonable discretion and by the written acceptance that the coverage proposed to be provided by the Consultant is equivalent to the above-required coverages.

G. Commercial General Liability and automobile liability, insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.

H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve the Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

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

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

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

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

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:

1) Withholding of payments to Consultant under this contract until Consultant complies; and/or 2) Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

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

The Caltrans annual DBE Program goal is 4.8 percent with a split of 3.7% race-neutral and 1.1% race-conscious for Federal Transit Administration (FTA) fund recipients. Failure to comply with

the DBE Program may result in the suspension or termination of federal funds until deficiencies are remedied as discussed in Title 49 CFR Part 26.101 and the MFTA Article IV, Section 2.

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

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

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

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

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

Prompt Payment Clauses

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

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

[withheld funds] to subcontractors in compliance with 49 CFR 26.29.

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 the Consultant's fixed rates or fees, percentage multipliers, or standard charges. All project records shall be retained and access to the facilities and premises of the Consultant shall be made available during the period of performance of this contract, and for three years after Kern COG makes the final payment under this contract.

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

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

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

OR

Jonathan Watts
Director of Operations/Authorized Signer
1525 International Parkway, Suite 3021
Lake Mary. FL 32746
202- 624-8366

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

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM:

CONSULTANT

_____
Brian Van Wyk, Deputy
Kern County Counsel

_____
Jonathan Watts
Director of Operations/Authorized Signer
Nelson\Nygaard Consulting Associates

Exhibit “A”

Scope of Work

DETAILED WORK PLAN

Task Description and Deliverables

Task 1 Project Management

1.1 Invoicing

As part of the monthly invoicing process, Nelson\Nygaard will provide a progress report that includes a summary of all work completed during the billing period.

1.2 Project Management Meetings

Nelson\Nygaard is proposing to hold virtual biweekly project management meetings with the Kern COG project manager to help the project team stay on track in the proposed schedule. We find less frequent meetings are not as effective and can result in delays to the project schedule. We will use these biweekly meetings to discuss project issues, coordinate existing tasks, and discuss next steps. We will prepare agendas prior to each meeting and provide meeting notes afterwards.

1.3 Internal Team Coordination Meetings

To stay coordinated between the three consulting firms working on this project, Nelson\Nygaard will hold virtual biweekly consulting team meetings to discuss project progress and issues as they arise. These meetings will be offset one week from the biweekly project management meetings.

Task	Deliverable	Additional Details
1.1	Monthly progress reports	Word document attachments
1.2	Meeting agendas and notes	Ongoing single Word document

Task 2 Existing Conditions

2.1 Plan Review

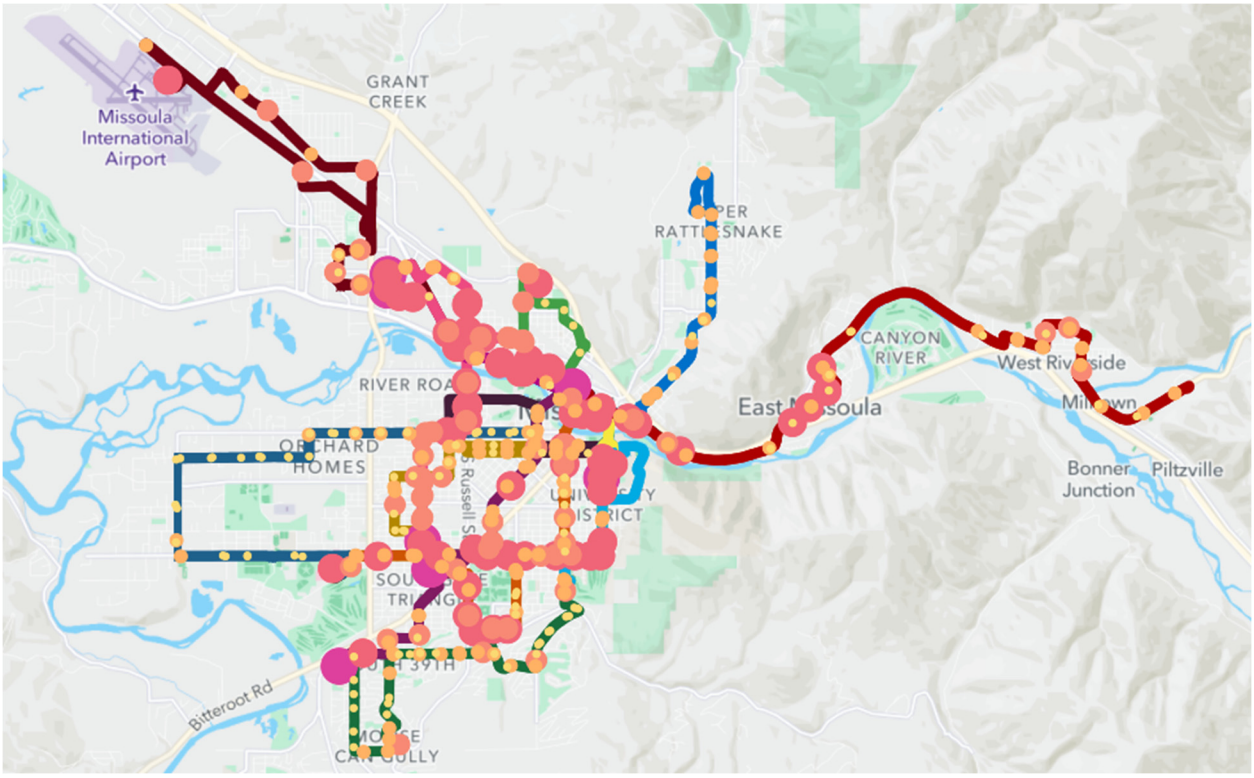
We will begin the planning process with a review of appropriate prior planning efforts from transit operators and social service transportation agencies. The intent is to glean information about relevant projects and recommendations that will help to inform this project's planning process.

We will review up to 25 plans. At a minimum, we will review all ZEB Rollout Plans as well as all previous TDPs for each rural operator and any of the most recent long-range transit or transportation plans. Additional planning documents may be added following project kickoff.

We will document our review in a chapter of the existing conditions report.

2.2 Existing Conditions Evaluation

We envision the existing conditions evaluation containing various components, as documented below.



Sample interactive ridership map developed in Remix for Missoula, Montana

State of the Agency

For each of the nine agencies that Nelson\Nygaard will be preparing TDPs for, we will start by establishing an understanding of existing transit services. We will analyze all services provided (fixed route, paratransit, demand response), specifically looking at the following:

- System schedules: Days and hours of operation
- Revenue hours and peak vehicles by mode
- Current and historical ridership and farebox revenue
- Fare policy and pricing
- Fleet (including vehicle condition and maintenance demands regarding climate impacts)
- Existing facilities

Where applicable, we will compare an agency's performance against adopted agency standards. If data is available in an electronic format that can be readily mapped, we will use the data to develop an electronic, interactive ridership map for each municipality using Remix, a transit planning software, to understand ridership patterns within the study area.

We will also examine and document agency financial forecasts, if available, to be able to determine the ability to afford potential improvements that would be identified as part of Task 4. If an agency does not have a financial forecast, we will develop one as part of Subtask 4.1 to understand what an agency can afford within the five-year horizon of the TDP.

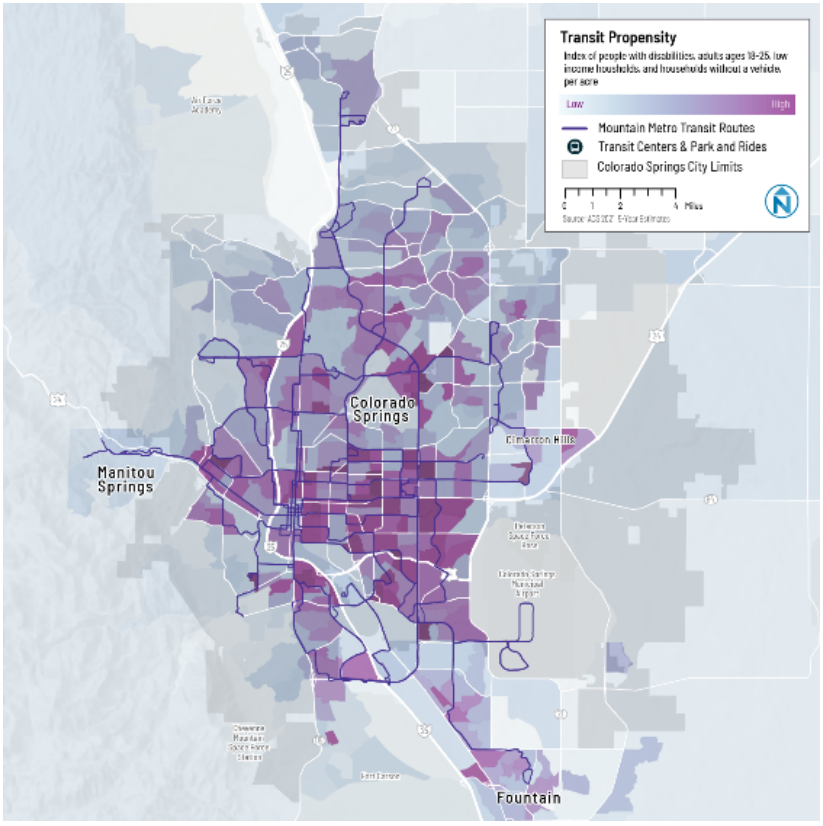
Historical Trends

Historical trend data can help paint the picture for how the community and transit usage is changing. We will collect and analyze five years of data on a variety of demographic and transit performance

metrics to understand how the community has changed and how things might be trending in the future. This lookback period will help to answer demographics questions (e.g., Is the community growing?), transit usage questions (e.g., Is transit usage increasing or staying constant?), and other transit operational questions (e.g., Has service productivity decreased? How much have operating costs increased?). These are all important for identifying improvements and understanding the conditions in which the agency is operating in. We intend to pull data at both the local level for each of the eight municipalities with transit (Arvin, California City, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, and Wasco) and at the county level for Kern Transit.

Market Assessment

Nelson\Nygaard will evaluate demographic data to understand who is living in the community and who may be needing transit service. We will utilize the latest Census data to analyze key demographic data including population and employment density and distribution, minority populations, low-income households, vehicle ownership, older adults, youth, and people with disabilities. Based on key Census variables, we will develop a transit propensity map to identify areas that have a higher demand or need for transit. We will examine Census Longitudinal Employer-Household Dynamics (LEHD) to identify home-to-work travel patterns that may generate ridership on new transit services.



Sample transit propensity map developed for Colorado Springs

We will also identify major employment centers, health care locations, essential services (grocery stores, pharmacies), and educational facilities as these are often frequent destinations for transit riders.

CalSTART and KARGO data

We will review the work from the CalSTART and KARGO efforts to set the foundation for the work being conducted in Task 4. The zero-emission vehicle scenario analysis data from CalSTART will help to inform the zero-emission element update, while the KARGO climate-adaption data will help to inform our climate resiliency recommendations.

2.3 Agency Interviews

We will conduct agency interviews with each rural transit operator and social service transportation agency covered by our CHSTP and TDP efforts. We will aim to conduct as many of these interviews in-person during a three-day period we are in Kern County; however, some interviews may need to be conducted virtually (for example, multiple social service organizations with a focus around a topic, like healthcare, may be suitable for a group virtual meeting. Additionally, social services which do not

directly provide transportation service may be suitable for a virtual meeting). We envision these interviews being conducted after we have completed some of the existing conditions work so that we have a baseline understanding of the agency/operator and the communities they serve.

We will use these interviews to talk through the issues/opportunities/challenges each agency is facing, ask clarifying questions about data we have already received, and request additional data that we may need. We will also use our time on site to examine the fleet and facilities. We will work with Kimley-Horn staff to build out interview questions that need to be answered about climate-resiliency needs and ZEB requirements.

We will prepare interview questions and provide them to the agency beforehand. Notes will be taken during the meeting and a high-level summary will be included in the existing conditions report.

2.4 Existing Conditions Report

All the work in Task 2 will be presented in a single existing conditions report that can be used for all the plans. We will also include our findings from Phase 1 outreach, which will have findings related to transportation needs/gaps we have identified in our outreach efforts. This report will serve as a resource for the development of recommendations in Task 4.

Task	Deliverable	Additional Details
2.1	Summary of plan review	To be included as a chapter of the existing conditions report
2.3	Interview sheet and notes	Template to be a Word document sent as attachment for Kern COG approval
2.4	Existing conditions report	Word document

Task 3 Community and Stakeholder Engagement

3.1 Project Steering Committee

Following Notice to Proceed (NTP), we will work with Kern COG staff to assemble a project steering committee. We envision one representative from each of the nine agencies being included on this committee as well as staff from Kern COG and Caltrans District 6 and 9.

Following committee formation, the Nelson\Nygaard team will convene a virtual project-steering-committee kickoff meeting. The purpose of this meeting will be to discuss the following:

- Project goals
- Communication protocols
- Local issues and sensitivities as well as potential challenges and opportunities
- Project timeline and key deliverables
- Community engagement efforts and audiences

We will submit an agenda with a data needs list prior to the meeting. A meeting summary with action items will be provided after the meeting.

Following the kickoff meeting, we envision conducting monthly virtual meetings to provide project updates. We will work with the Kern COG project manager to set the agenda. We will provide a meeting summary and action items after each meeting. We may reduce the meeting frequency at certain times of the project if there is nothing substantial to discuss.

3.2 Public Outreach Plan

To help guide and plan for upcoming outreach efforts, we will prepare a public outreach plan that documents our approach. This document will outline the goals of Phases 1 and 2 outreach, as well as our planned virtual stakeholder meetings. This document will also include relevant details for our outreach such as proposed events/locations for in-person events. We envision this being a living document that we update throughout the public outreach process so that we have a source of truth for all details related to upcoming outreach.

We aim to ensure all outreach efforts are inclusive to all, and the public outreach plan will document such procedures, which will include centering accessibility for people with disabilities in the selection of on-site outreach locations for outreach, translations of printed materials into Spanish and Punjabi (as well as other languages that may be needed for a specific community), and providing translation services at outreach events in response to requests made with sufficient advance notice.

3.3 Virtual Stakeholder Meetings

To provide a more intimate setting for discussions, we will conduct two rounds of virtual stakeholder workshops, coinciding with the two rounds of outreach. We anticipate each round will include nine one-hour meetings, one for each agency.

We will coordinate with the project steering committee to identify specific groups that should be invited to participate in these meetings. We expect this list will include representatives of organizations that represent transit riders, older adults, people with disabilities, business groups, schools, and others. Each stakeholder discussion will include a brief presentation followed by a group discussion. The first meeting will seek input on transit gaps, needs, and opportunities that each of the different population groups experience. The purpose of the second meeting will be to receive feedback on the recommendations for both the TDP and CHSTP.

Nelson\Nygaard and Kimley-Horn will develop the presentations and coordinate technical aspects of the meeting. VMA will facilitate the meetings and take notes. Dates for the workshops will be finalized in collaboration with the project steering committee.

3.4 Phase 1 Public Outreach

As mentioned previously, we envision community outreach being a two-phased effort.

Phase 1, which will be conducted countywide and done alongside the existing conditions work in Task 2, will be used to introduce the public to this study and to gather input on transportation challenges/needs/desires from the various communities. The feedback from Phase 1 outreach will be used to help inform both the TDP and CHSTP efforts.

We will conduct up to two events in person at each of the eight municipalities and up to four events within Kern Transit's service area. These in-person events could be public meetings or pop-up events, where we show up at places people are already gathering (e.g., senior centers, farmers markets, transit centers/popular bus stops). Possible locations for the Kern Transit events include the Downtown

Transit Center in Bakersfield, the Kern River Valley Veterans/Senior Center and adjacent bus stop in Lake Isabella, the Hummell Community Center and adjacent bus stop in Rosamond, and the Carl's Jr. stop in Mojave. We will work with the project steering committee to identify the types, locations, and suitable times to conduct these outreach events.

We envision two outreach teams, consisting of two people each, conducting the in-person outreach over the course of a week. One team will cover McFarland, Wasco, Shafter, Taft, and Arvin as well as two potential Kern Transit events in Lake Isabella (the Kern River Valley Veterans/Senior Center) and Bakersfield (Downtown Transit Center). The second team will cover California City, Tehachapi, and Ridgecrest as well as two potential Kern Transit events in Rosamond (Hummell Community Center), and Mojave (the Carl's Jr bus stop).

Phase 1 outreach will also involve the development of a transportation needs survey to help us capture transportation challenges/needs/desires from the community. We will develop one survey for all plans that captures where the respondent is living and wants to travel so that their feedback can be properly captured in the appropriate plan. We envision this survey being hosted online; however, we can also administer the survey at in-person events. We will provide printed and electronic advertising material so that the survey can be advertised to a wider audience. We will work with the project steering committee to finalize the language used in the survey and work to advertise the survey to their community.

The findings from Phase 1 outreach will be documented in the existing conditions report as this is the starting point for the needs assessment (Task 4).

3.5 Phase 2 Public Outreach

Phase 2 outreach will be conducted after the recommendations from Task 4 are complete. We envision Phase 2 outreach being conducted in three rounds, using the three TDP groupings we have agreed upon with Kern COG and the municipalities. The intent with Phase 2 outreach is to present both the TDP and CHSTP proposed recommendations to the public for input and ask for possible feedback on prioritization of improvements.

Once the TDP recommendations for all agencies in each grouping are ready for public input, we will begin preparing for public outreach. Since the CHSTP will require input from all communities before being finalized, we envision keeping the recommendations consistent for all three rounds of outreach, unless there are glaring omissions or corrections that need to be made prior to the next round of outreach.

Having established connections within the community with in-person events in Phase 1, we envision Phase 2 outreach events being held virtually. Participation in Phase 1 is not a requisite for participation as the team will update all attendees on the project context and key findings. We envision conducting one virtual public meeting for each of the eight municipalities and one virtual meeting for Kern Transit. The meeting will be used to walk through the proposed recommendations, answer any questions, and collect feedback from the public. We will work with the project steering committee to identify suitable times to conduct these meetings.

Phase 2 outreach will also include development of a survey. We will develop the survey to be tailored to each individual community's recommendations. The survey will be hosted online and will include a description of the recommendations, along with potential questions about priorities for implementation. The intent of the survey is to have the public provide feedback on the recommendations for potential refinement, as well as to help develop the prioritization of improvements. We will provide printed and electronic advertising material so that the survey can be advertised to a wider audience.

3.6 Outreach Summary

Following the completion of outreach, we will develop a summary document of all outreach activities. This will include both a high-level summary for inclusion in the final report as well as a more detailed appendix that lists the specific activities that were conducted, along with dates, attendance numbers, and other relevant details. The high-level summary content will be included in the individual TDPs and the CHSTP final reports as appropriate for documentation of outreach efforts.

Task	Deliverable	Additional Details
3.1	Meeting agenda and notes	Working Word document with email agendas and action item summaries
3.2	Public outreach plan	Word document
3.3	Presentation slides and meeting notes	PDF documents
3.4	Phase 1 Survey, printed and electronic advertising material, in-person outreach materials	PDF documents, with links to online survey preview (if applicable)
3.5	Phase 2 Survey, PowerPoint slides for each virtual public meeting, printed and electronic advertising material	PDF documents, with links to online survey preview (if applicable)
3.6	Outreach summary document	Word document

Task 4 Development of Recommendations

With existing conditions and Phase 1 outreach completed, we can begin the development of recommendations. The work is broken into three subtasks. The recommendations will be incorporated into each agency's TDP and as part of the CHSTP work.

4.1 Needs/Service Assessment

We will begin with a needs assessment to inventory what each community's transportation needs are for both the TDP and CHSTP efforts.

TDPs are intended to help transit operators improve their services by identifying needs, prioritizing improvements, and determining how they will pay for those improvements. The needs/service assessment will also evaluate the potential take-over of Amtrak Thruway bus services to Santa Clarita by Kern Transit. Needs can be administrative, operational/service, or capital-related. We will identify the lead agency for each recommendation (e.g., transit operator, social services transportation agency).

For the CHTSP, recommendations are intended to meet identified barriers to transportation services for older adults and people with disabilities—as well as expanding mobility options for situations in public transit is unavailable or inaccessible.

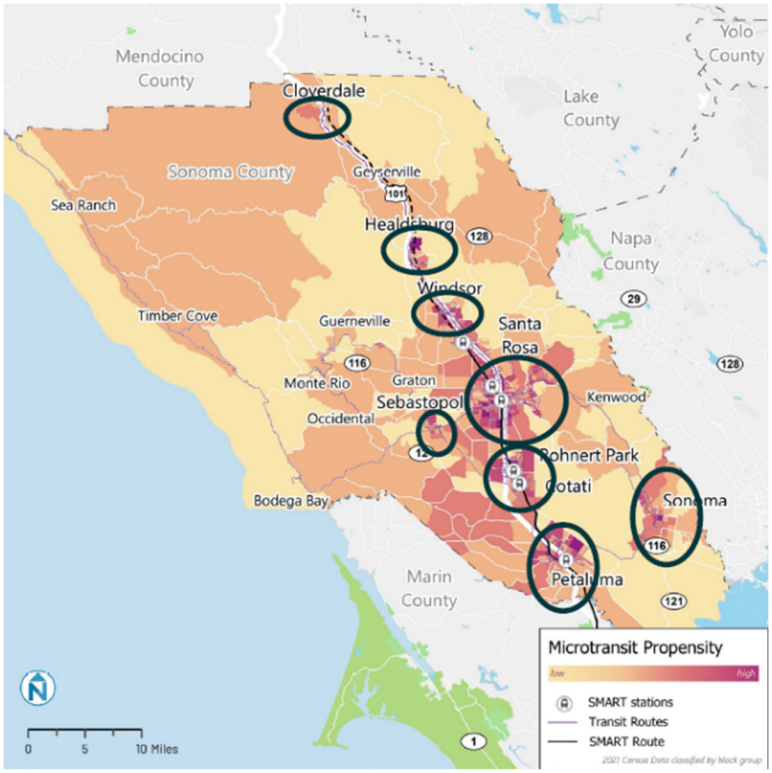
Items we will consider as part of this assessment include the following:

- Extension of existing services and introduction of new services. This includes an investigation of potential microtransit or comingled paratransit service.
- Connections to current and future countywide or statewide public transit services, privately owned transit bus services, passenger rail services (Metrolink and future HSR), and airline services.

- Connections to major employment centers, health care locations, essential services (e.g., grocery stores, pharmacies), and educational facilities.
- Collaboration with CalSTART initiative on potential long-haul transit technologies for Trans-Sierra Routes such and Tehachapi and Tejon Passes for Kern Transit and the Eastern Sierra Transit Authority.
- Exploration of a possible mobility management program.

We recognize that recommendations must be fiscally affordable so we will need to balance meeting any unmet demand, providing equitable access, and providing good service quality. We will refer back to the agency forecasts documented in the existing conditions effort and work with agency staff to program improvements in future years based on funding availability. For those agencies that do not have financial forecasts, we will develop one as part of this task.

If needed, we will work with Kern COG to do ridership modeling for any future service improvements and assist with implementation priority.



Microtransit propensity map developed for Sonoma County

4.2 Climate Resiliency Assessment

As part of this task, we will develop recommendations that will help mitigate the potential impacts of climate-related emergency events for each transit operator to ensure that service can operate resiliently. We will review any vulnerabilities identified in the KARGO Climate Adaptation Study and incorporate strategies/recommendations into our plan, as appropriate. Customized climate resiliency recommendations will be developed for each of the nine TDPs as well as for the CHSTP.

4.3 Fleet and ZEB Plan

Building off our assessment of the existing fleet and data from Kern COG's KARGO Study, we will update and/or develop strategies to ensure that mobility needs are met with a ZEB fleet. We will provide recommendations for updating each ZEB Rollout Plan. Potential updates could include but are not limited to timeline revisions, the purchase of new or different vehicle types, fueling infrastructure upgrades, and vehicle storage yards expansion.

Task	Deliverable	Additional Details
4.1, 4.2, and 4.3	Summary write-up and ancillary graphics	To be included in the final TDP or CHSTP report

Task 5 Draft and Final Reports

5.1 Agency TDPs

We will prepare nine separate TDPs that document the recommendations developed in Task 4 and incorporate the inputs and edits from the second round of outreach in Subtask 3.5. The TDPs will include applicable recommendations on climate resiliency and the ZEB plan. As each plan is produced, we will transmit it to Kern COG and the appropriate agency for review. We will rely on Kern COG to coordinate with each agency to ensure we have a single set of consolidated, non-conflicting comments to address. Upon receiving comments, we will revise and finalize the TDP. Aside from document size, the benefit of preparing nine separate reports rather than a combined single document (with multiple chapters) is that it will allow each agency to have their own standalone document and for a more seamless approval process with the three-group production process we outlined previously.

At the end of the project, we will transmit all electronic files, including all reports/memos and backup data, to Kern COG and the nine agencies.

5.2 Coordinated Human Service Transportation Plan

We will prepare a county-wide CHSTP that captures the recommendations developed in Task 4. The team will, throughout the full planning process, ensure that this CHSTP update is a locally developed plan that clearly lists recommendations for possible funding by the FTA Section 5310 (Enhaced Mobility of Seniors and Individuals with Disabilities) as required. The project team may utilize questions from stakeholder meetings and Phase II outreach to prioritize recommendations. We will transmit the draft document to Kern COG for review. Upon receiving comments, we will revise and finalize the plan document.

At the end of the project, we will transmit all electronic files, including all reports/memos and backup data, to Kern COG and the nine agencies.

Task	Deliverable	Additional Details
5.1	Nine agency TDP reports	PDF format, including all relevant electronic files and backup data
5.2	CHSTP report	PDF format along with all relevant electronic files and backup data

Task 6 Presentations

6.1 Presentations

Following the completion of each TDP, we will prepare and deliver one presentation to each agency's respective board for adoption. Following the completion of the CHSTP, we will also prepare a presentation and deliver it to Kern COG's transportation technical advisory committee. **We anticipate these presentations to be given virtually and have not budgeted for in-person presentations or travel under this task.**

Task	Deliverable	Additional Details
6.1	Nine TDP presentations and one CHSTP presentation	Live virtual presentation, slide deck provided on request

Exhibit “B”

Project Timeline

Exhibit B- Project Timeline/Schedule

Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan Update
Kern Council of Governments

Schedule

We anticipate this project will be completed by June 2026. Our proposed project schedule illustrates the expected sequence of tasks, subtasks, and milestones.

| | | 2024 | | 2025 | | |

Exhibit “C”

Project Budget

Exhibit C- Project Budget

Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan Update
Kern Council of Governments

Project Personnel Hours and Tasks

In the table below, we have indicated how many hours each team member will be assigned to the contract and which tasks they will be assigned to perform.

		Nelson\Nygaard Labor Costs												Subconsultant Costs											
														Kimley-Horn						VMA						
Task	Description	McMillan, Tracy	Pincus-Roth, Ezra	Taniguchi, Kyle	Constantine, Sophia	Patni, Sagar	Payne, Timothy	Carraher, Michael	Yuh, Jungwha	Weber, Alexandra	Project Accountant	Administrative Assistant	NN Labor	James Gamez	Hailey Brey	Erik Mumm	John Jackson	Jason Cheng	Kimley-Horn	Claudia Cruz	Karina Lazo	Rosie Richardson	Cassandra Flores	VMA	Total Subconsultants Labor Hours	Total Labor Hours
-	**PROJECT MANAGEMENT and QA/QC**																								
1.0	**Project Management**																								
1.1	Invoicing		18.0	36.0							36.0		90.0	9.0					9.0	9.0				9.0	18.0	108.0
1.2	Project Management Meetings		45.0	63.0									108.0	36.0					36.0	8.0	16.0			24.0	60.0	168.0
1.3	Internal Team Coordination Meetings	4.0	36.0	36.0									76.0	18.0					18.0	18.0	18.0			36.0	54.0	130.0
	Task Total 1	4.0	99.0	135.0	-	-	-	-	-	-	36.0	-	274.0	63.0	-	-	-	-	63.0	35.0	34.0	-	-	69.0	132.0	406.0
2.0	**Existing Conditions**																								
2.1	Plan Review		4.0	12.0	20.0	12.0							48.0	4.0			12.0	4.0	20.0					-	20.0	68.0
2.2	Existing Conditions Evaluation		20.0	40.0	40.0	72.0		40.0		24.0			236.0	16.0	56.0				72.0					-	72.0	308.0
2.3	Agency Interviews	2.0	40.0	40.0			2.0					4.0	88.0	2.0	2.0				4.0					-	4.0	92.0
2.4	Existing Conditions Report	2.0	12.0	24.0	40.0	40.0	2.0		12.0	20.0			152.0	8.0	32.0			32.0	72.0					-	72.0	224.0
	Task Total 2	4.0	76.0	116.0	100.0	124.0	4.0	40.0	12.0	44.0	-	4.0	524.0	30.0	90.0	-	12.0	36.0	168.0	-	-	-	-	-	168.0	692.0
3.0	**Community and Stakeholder Engagement**																								
3.1	Project Steering Committee		27.0	36.0								2.0	65.0	27.0					27.0	4.0	20.0			24.0	51.0	116.0
3.2	Public Outreach Plan		2.0	4.0									6.0						-	12.0	40.0			52.0	52.0	58.0
3.3	Virtual Stakeholder Meetings		22.5	31.5								2.0	56.0	9.0					9.0	4.0	20.0			24.0	33.0	89.0
3.4	Phase 1 Public Outreach		8.0	8.0					16.0	24.0		2.0	58.0						-	4.0	196.0	32.0	32.0	264.0	264.0	322.0
3.5	Phase 2 Public Outreach		13.5	18.0					16.0	32.0		2.0	81.5						-	4.0	80.0	8.0	12.0	104.0	104.0	185.5
3.6	Outreach Summary		4.0	16.0								4.0	24.0						-	4.0	20.0		8.0	32.0	32.0	56.0
	Task Total 3	-	77.0	113.5	-	-	-	-	32.0	56.0	-	12.0	290.5	36.0	-	-	-	-	36.0	32.0	376.0	40.0	52.0	500.0	536.0	826.5
4.0	**Development of Recommendations**																								
4.1	Needs/Service Assessment	4.0	36.0	216.0	60.0	216.0	8.0			216.0			756.0						-					-	-	756.0
4.2	Climate Resiliency Assessment		4.0	12.0									16.0	32.0	36.0	4.0	60.0		132.0					-	132.0	148.0
4.3	Fleet and ZEB Plan		4.0	12.0									16.0	32.0	36.0	40.0	60.0		168.0					-	168.0	184.0
	Task Total 4	4.0	44.0	240.0	60.0	216.0	8.0	-	-	216.0	-	-	788.0	64.0	72.0	44.0	120.0	-	300.0	-	-	-	-	-	300.0	1,088.0
5.0	**Draft and Final Reports**																								
5.1	Agency TDPs		12.0	216.0		216.0	24.0	32.0	8.0	216.0			724.0	24.0	90.0				114.0					-	114.0	838.0
5.2	Coordinated Human Service Transportation Plan	8.0	40.0	12.0	80.0			20.0	8.0				168.0						-					-	-	168.0
	Task Total 5	8.0	52.0	228.0	80.0	216.0	24.0	52.0	16.0	216.0	-	-	892.0	24.0	90.0	-	-	-	114.0	-	-	-	-	-	114.0	1,006.0
6.0	**Presentations**																								
6.1	Presentations		15.0	20.0									35.0	15.0					15.0					-	15.0	50.0
	Task Total 6	-	15.0	20.0	-	-	-	-	-	-	-	-	35.0	15.0	-	-	-	-	15.0	-	-	-	-	-	15.0	50.0
	TOTAL HOURS	**20.0**	**363.0**	**852.5**	**240.0**	**556.0**	**36.0**	**92.0**	**60.0**	**532.0**	**36.0**	**16.0**	**2,803.5**	**232.0**	**252.0**	**44.0**	**132.0**	**36.0**	**696.0**	**67.0**	**410.0**	**40.0**	**52.0**	**569.0**	**1,265.0**	**4,068.5**

Exhibit C- Project Budget

Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan Update
Kern Council of Governments

BUDGET AND BILLING FORMAT

We have included Attachment B: Budget and Cost Breakdown as requested. We will comply with the budget and billing format as laid out in the RFP. We have also included our full budget spreadsheet on the next page for clarity on all totals.

Attachment B

		Tracy McMillan		Ezra Pincus-Roth		Kyle Taniguchi		Sophia Constantine		Sagar Patni		Timothy Payne		Michael Carraher		Jungwha Yuh		Alexandra Weber		Project Accountant		Administrative Assistant		James Gamez (Kimley-Horn)		Hailey Brey (Kimley-Horn)		Erik Mumm (Kimley-Horn)		Jackson (Kimley-Horn)		Jason Cheng (Kimley-Horn)		Claudia Cruz (VMA)		Karina Lazo (VMA)		Rosie Richardson (VMA)		Cassandra Flores (VMA)			
		Principal-In-Charge		Project Manager		Deputy Project Manager		CHSTP Planner		TDP Planner		Senior Advisor		GIS Support		Visual Comms Support		Project Planner		Project Accountant		Administrative Assistant		Fleet and Resiliency Lead		Fleet and Resiliency Support		ZEB Planner		ZEB Planner		Transit Resiliency Planner		Outreach Lead		Outreach Associate		Outreach Associate		Outreach Associate			
	TASKS	$229.68		$164.71		$161.68		$123.91		$130.71		$293.15		$178.31		$179.06		$123.91		$157.15		$101.39		$282.29		$158.40		$142.29		$165.97		$153.51		$151.53		$103.69		$117.29		$81.32		**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**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**		
1	**Project Management**	**4**	***$918.73***	**99**	***$16,305.98***	**135**	***$21,827.44***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**36**	***$5,657.45***	**0**	***$0.00***	**63**	***$17,784.27***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**35**	***$5,303.55***	**34**	***$3,525.46***	**0**	***$0.00***	**0**	***$0.00***	**406**	**$71,322.88**
1.1	Invoicing	0	*$0.00*	18	*$2,964.72*	36	*$5,820.65*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	36	*$5,657.45*	0	*$0.00*	9	*$2,540.61*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	9	*$1,363.77*	0	*$0.00*	0	*$0.00*	0	*$0.00*	108	$ 18,347.21
1.2	Project Management Meetings	0	*$0.00*	45	*$7,411.81*	63	*$10,186.14*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	36	*$10,162.44*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	8	*$1,212.24*	16	*$1,659.04*	0	*$0.00*	0	*$0.00*	168	$ 30,631.67
1.3	Internal Team Coordination Meetings	4	*$918.73*	36	*$5,929.45*	36	*$5,820.65*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	18	*$5,081.22*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	18	*$2,727.54*	18	*$1,866.42*	0	*$0.00*	0	*$0.00*	130	$ 22,344.01
2	**Existing Conditions**	**4**	***$918.73***	**76**	***$12,517.72***	**116**	***$18,755.43***	**100**	***$12,390.79***	**124**	***$16,207.76***	**4**	***$1,172.59***	**40**	***$7,132.26***	**12**	***$2,148.74***	**44**	***$5,451.95***	**0**	***$0.00***	**4**	***$405.55***	**30**	***$8,468.70***	**90**	***$14,256.00***	**0**	***$0.00***	**12**	***$1,991.64***	**36**	***$5,526.36***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**692**	**$107,344.23**
2.1	Plan Review	0	*$0.00*	4	*$658.83*	12	*$1,940.22*	20	*$2,478.16*	12	*$1,568.49*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	4	*$1,129.16*	0	*$0.00*	0	*$0.00*	12	*$1,991.64*	4	*$614.04*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	68	$ 10,380.54
2.2	Existing Conditions Evaluation	0	*$0.00*	20	*$3,294.14*	40	*$6,467.39*	40	*$4,956.32*	72	*$9,410.96*	0	*$0.00*	40	*$7,132.26*	0	*$0.00*	24	*$2,973.79*	0	*$0.00*	0	*$0.00*	16	*$4,516.64*	56	*$8,870.40*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	308	$ 47,621.89
2.3	Agency Interviews	2	*$459.37*	40	*$6,588.27*	40	*$6,467.39*	0	*$0.00*	0	*$0.00*	2	*$586.30*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	4	*$405.55*	2	*$564.58*	2	*$316.80*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	92	$ 15,388.26
2.4	Existing Conditions Report	2	*$459.37*	12	*$1,976.45*	24	*$3,880.43*	40	*$4,956.32*	40	*$5,228.31*	2	*$586.30*	0	*$0.00*	12	*$2,148.74*	20	*$2,478.16*	0	*$0.00*	0	*$0.00*	8	*$2,258.32*	32	*$5,068.80*	0	*$0.00*	0	*$0.00*	32	*$4,912.32*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	224	$ 33,953.55
3	**Community and Stakeholder Engagement**	**0**	***$0.00***	**77**	***$12,682.43***	**113.5**	***$18,351.22***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**32**	***$5,729.99***	**56**	***$6,938.84***	**0**	***$0.00***	**12**	***$1,216.66***	**36**	***$10,162.44***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**32**	***$4,848.96***	**376**	***$38,987.44***	**40**	***$4,691.60***	**52**	***$4,228.64***	**826.5**	**$107,838.21**
3.1	Project Steering Committee	0	*$0.00*	27	*$4,447.09*	36	*$5,820.65*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	2	*$202.78*	27	*$7,621.83*	0	*$0.00*	0	*$0.00*	0	*$0.00*		*$0.00*	4	*$606.12*	20	*$2,073.80*	0	*$0.00*	0	*$0.00*	116	$ 20,772.26
3.2	Public Outreach Plan	0	*$0.00*	2	*$329.41*	4	*$646.74*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*		*$0.00*	12	*$1,818.36*	40	*$4,147.60*	0	*$0.00*	0	*$0.00*	58	$ 6,942.11
3.3	Virtual Stakeholder Meetings	0	*$0.00*	22.5	*$3,705.90*	31.5	*$5,093.07*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	2	*$202.78*	9	*$2,540.61*	0	*$0.00*	0	*$0.00*	0	*$0.00*		*$0.00*	4	*$606.12*	20	*$2,073.80*	0	*$0.00*	0	*$0.00*	89	$ 14,222.28
3.4	Phase 1 Public Outreach	0	*$0.00*	8	*$1,317.65*	8	*$1,293.48*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	16	*$2,864.99*	24	*$2,973.79*	0	*$0.00*	2	*$202.78*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*		*$0.00*	4	*$606.12*	196	*$20,323.24*	32	*$3,753.28*	32	*$2,602.24*	322	$ 35,937.57
3.5	Phase 2 Public Outreach	0	*$0.00*	13.5	*$2,223.54*	18	*$2,910.32*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	16	*$2,864.99*	32	*$3,965.05*	0	*$0.00*	2	*$202.78*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*		*$0.00*	4	*$606.12*	80	*$8,295.20*	8	*$938.32*	12	*$975.84*	185.5	$ 22,982.17
3.6	Outreach Summary	0	*$0.00*	4	*$658.83*	16	*$2,586.96*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	4	*$405.55*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*		*$0.00*	4	*$606.12*	20	*$2,073.80*	0	*$0.00*	8	*$650.56*	56	$ 6,981.82
4	**Development of Recommendations**	**4**	***$918.73***	**44**	***$7,247.10***	**240**	***$38,804.33***	**60**	***$7,434.47***	**216**	***$28,232.87***	**8**	***$2,345.18***	**0**	***$0.00***	**0**	***$0.00***	**216**	***$26,764.11***	**0**	***$0.00***	**0**	***$0.00***	**64**	***$18,066.56***	**72**	***$11,404.80***	**44**	***$6,260.76***	**120**	***$19,916.40***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**1088**	**$167,395.33**
4.1	Needs/Service Assessment	4	*$918.73*	36	*$5,929.45*	216	*$34,923.90*	60	*$7,434.47*	216	*$28,232.87*	8	*$2,345.18*	0	*$0.00*	0	*$0.00*	216	*$26,764.11*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	756	$ 106,548.72
4.2	Climate Resiliency Assessment	0	*$0.00*	4	*$658.83*	12	*$1,940.22*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	32	*$9,033.28*	36	*$5,702.40*	4	*$569.16*	60	*$9,958.20*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	148	$ 27,862.08
4.3	Fleet and ZEB Plan	0	*$0.00*	4	*$658.83*	12	*$1,940.22*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	32	*$9,033.28*	36	*$5,702.40*	40	*$5,691.60*	60	*$9,958.20*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	184	$ 32,984.52
5	**Draft and Final Reports**	**8**	***$1,837.46***	**52**	***$8,564.10***	**228**	***$36,894.12***	**80**	***$9,912.63***	**216**	***$28,232.87***	**24**	***$7,035.55***	**52**	***$9,271.94***	**16**	***$2,864.99***	**216**	***$26,764.11***	**0**	***$0.00***	**0**	***$0.00***	**24**	***$6,774.96***	**90**	***$14,256.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**1006**	**$152,379.39**
5.1	Agency TDPs	0	*$0.00*	12	*$1,976.48*	216	*$34,923.90*	0	*$0.00*	216	*$28,232.87*	24	*$7,035.55*	32	*$5,705.81*	8	*$1,432.50*	216	*$26,764.11*	0	*$0.00*	0	*$0.00*	24	*$6,774.96*	90	*$14,256.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	838	$ 127,102.18
5.2	Coordinated Human Service Transportation Plan	8	*$1,837.46*	40	*$6,588.27*	12	*$1,940.22*	80	*$9,912.63*	0	*$0.00*	0	*$0.00*	20	*$3,566.13*	8	*$1,432.50*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	0	*$0.00*	168	$ 25,277.21
6	**Presentations**	**0**	***$0.00***	**15**	***$2,470.60***	**20**	***$3,233.69***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**15**	***$4,234.35***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**0**	***$0.00***	**50**	**$9,938.65**
6.1	Presentations	0	*$0.00*	**15**	*$2,470.60*	**20**	*$3,233.69*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**15**	*$4,234.35*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	**0**	*$0.00*	50	$ 9,938.65
	Tasks Subtotal	20	*$1,693.66*	363	*$59,788.59*	852.5	*$137,836.22*	240	*$29,737.90*	556	*$72,673.50*	36	*$10,553.33*	92	*$16,404.20*	60	*$10,743.72*	532	*$66,919.01*	36	*$5,657.45*	16	*$1,622.21*	232	*$65,491.28*	252	*$39,916.80*	44	*$6,260.76*	132	*$21,908.04*	36	*$5,526.36*	67	*$10,152.51*	410	*$42,512.90*	40	*$4,691.60*	52	*$4,228.64*	**4068.5**	***$616,219.68***

Direct Costs

Direct Cost	Qty	Amount
Airfare	2	$1,200.00
Hotel	24	$3,600.00
Per Diem	27	$2,025.00
Rental Cars and Gas	23	$2,300.00
Other Ground Transportation (Mileage, Transit, Parking)	8	$600.00
Meeting Materials		$4,000.00
Subconsultant Markup		$10,034.44
Direct Costs Subtotal		$23,759.44

Sub-consultants

Sub-consultants (included with staff above)		$210,723.33
Sub-consultants Subtotal		$210,723.33

Proposal Grand Total		**$639,978.13**

Exhibit C- Project Budget

Nine Rural Transportation Development Plans/Climate Resiliency Strategies Update and Coordinated Human Services Transportation Plan Update

Kern Council of Governments

		Nelson\Nygaard Labor Costs												Kimley-Horn							Subconsultant Costs													
		McMillan, Tracy	Pincus-Roth, Ezra	Taniguchi, Kyle	Constantine, Sophia	Patni, Sagar	Payne, Timothy	Carraher, Michael	Yuh, Jungwha	Weber, Alexandra	Project Accountant	Administrative Assistant			James Gamez	Hailey Brey	Erik Mumm	John Jackson	Jason Cheng			Claudia Cruz	Karina Lazo	Rosie Richardson	Cassandra Flores									
		Principal 1	Senior Associate 2	Senior Associate 2	Associate 3	Associate 2	Senior Principal 1	Assistant Manager	Senior Associate 2	Associate 3	Project Accountant	Administrative Assistant			Transit Practice Builder	Planner	Planner	Planner	Planner			Deputy Director	Senior Associate	Associate	Associate									
Base Rate		73.08	52.40	51.44	39.42	41.59	93.27	56.73	56.97	39.42	50.00	32.26																					
185.73% includes FCCM 0.07% FY23 Overhead	185.73%	135.73	97.33	95.54	73.22	77.24	173.23	105.37	105.81	73.22	92.87	59.91																					
Profit	10%	20.88	14.97	14.70	11.26	11.88	26.65	16.21	16.28	11.26	14.29	9.22																					
Total Billing Rate		**$229.68**	**$164.71**	**$161.68**	**$123.91**	**$130.71**	**$293.15**	**$178.31**	**$179.06**	**$123.91**	**$157.15**	**$101.39**	**NN Labor Hours**	**NN Labor Cost**	**$282.29**	**$158.40**	**$142.29**	**$165.97**	**$153.51**	**Kimley-Horn Labor Hours**	**Kimley-Horn Labor Cost**	**$151.53**	**$103.69**	**$117.29**	**$81.32**	**VMA Labor Hours**	**VMA Labor Cost**	**Total Subconsultants Labor Hours**	**Total Subconsultants Labor Costs**	**Total Labor Hours**	**Total Labor Costs**	**Total Travel Expenses**	**Total Misc. Expenses**	**Total Direct Expenses**	**Total Costs**
Task	**Description**																																	
1.00	**Project Management**																																	
1.10	Invoicing		18.00	36.00							36.00		90.00	14,442.83	9.00					9.00	2,540.61	9.00				9.00	1,363.77	18.00	3,904.38	108.00	18,347.21				$ 18,347.21
1.20	Project Management Meetings		45.00	63.00									108.00	17,597.95	36.00					36.00	10,162.44	8.00	16.00			24.00	2,871.28	60.00	13,033.72	168.00	30,631.67				$ 30,631.67
1.30	Internal Team Coordination Meetings	4.00	36.00	36.00									76.00	12,668.83	18.00					18.00	5,081.22	18.00	18.00			36.00	4,593.96	54.00	9,675.18	130.00	22,344.01				$ 22,344.01
	Task Total 1	4.00	99.00	135.00	-	-	-	-	-	-	36.00	-	274.00	44,709.60	63.00	-	-	-	-	63.00	17,784.27	35.00	34.00	-	-	69.00	8,829.01	132.00	26,613.28	406.00	71,322.88	$0	$0	$0	$ 71,322.88
2.00	**Existing Conditions**																																	
2.10	Plan Review		4.00	12.00	20.00	12.00							48.00	6,645.70	4.00			12.00	4.00	20.00	3,734.84					-	-	20.00	3,734.84	68.00	10,380.54				$ 10,380.54
2.20	Existing Conditions Evaluation		20.00	40.00	40.00	72.00		40.00		24.00			236.00	34,234.85	16.00	56.00				72.00	13,387.04					-	-	72.00	13,387.04	308.00	47,621.89				$ 47,621.89
2.30	Agency Interviews	2.00	40.00	40.00			2.00					4.00	88.00	14,506.88	2.00	2.00				4.00	881.38					-	-	4.00	881.38	92.00	15,388.26				$ 15,388.26
2.40	Existing Conditions Report	2.00	12.00	24.00	40.00	40.00	2.00		12.00	20.00			152.00	21,714.11	8.00	32.00			32.00	72.00	12,239.44					-	-	72.00	12,239.44	224.00	33,953.55				$ 33,953.55
	Task Total 2	4.00	76.00	116.00	100.00	124.00	4.00	40.00	12.00	44.00	-	4.00	524.00	77,101.53	30.00	90.00	-	12.00	36.00	168.00	30,242.70	-	-	-	-	-	-	168.00	30,242.70	692.00	107,344.23	$9,725	$4,000	$13,725	$ 121,069.23
3.00	**Community and Stakeholder Engagement**																																	
3.10	Project Steering Committee		27.00	36.00								2.00	65.00	10,470.51	27.00					27.00	7,621.83	4.00	20.00			24.00	2,679.92	51.00	10,301.75	116.00	20,772.26				$ 20,772.26
3.20	Public Outreach Plan		2.00	4.00									6.00	976.15						-	-	12.00	40.00			52.00	5,965.96	52.00	5,965.96	58.00	6,942.11				$ 6,942.11
3.30	Virtual Stakeholder Meetings		22.50	31.50								2.00	56.00	9,001.75	9.00					9.00	2,540.61	4.00	20.00			24.00	2,679.92	33.00	5,220.53	89.00	14,222.28				$ 14,222.28
3.40	Phase 1 Public Outreach		0.00	0.00					16.00	24.00		2.00	50.00	6,652.09						-	-	4.00	196.00	32.00	32.00	264.00	27,204.00	264.00	27,204.00	322.00	33,937.57				$ 33,937.57
3.50	Phase 2 Public Outreach		13.50	18.00					16.00	32.00		2.00	81.50	12,166.69						-	-	4.00	80.00	8.00	12.00	104.00	10,815.48	104.00	10,815.48	185.50	22,982.17				$ 22,982.17
3.60	Outreach Summary		4.00	16.00								4.00	24.00	3,651.34						-	-	4.00	20.00		8.00	32.00	3,330.48	32.00	3,330.48	56.00	6,981.82				$ 6,981.82
	Task Total 3	-	77.00	113.50	-	-	-	-	32.00	56.00	-	12.00	290.50	44,919.13	36.00	-	-	-	-	36.00	10,162.44	32.00	376.00	40.00	52.00	500.00	52,756.64	536.00	62,919.08	826.50	107,838.21	$0	$0	$0	$ 107,838.21
4.00	**Development of Recommendations**																																	
4.10	Needs/Service Assessment	4.00	36.00	216.00	60.00	216.00	8.00			216.00			756.00	106,548.72						-	-					-	-	-	-	756.00	106,548.72				$ 106,548.72
4.20	Climate Resiliency Assessment		4.00	12.00									16.00	2,599.04	32.00	36.00	4.00	60.00		132.00	25,263.04					-	-	132.00	25,263.04	148.00	27,862.08				$ 27,862.08
4.30	Fleet and ZEB Plan		4.00	12.00									16.00	2,599.04	32.00	36.00	40.00	60.00		168.00	30,385.48					-	-	168.00	30,385.48	184.00	32,984.52				$ 32,984.52
	Task Total 4	4.00	44.00	240.00	60.00	216.00	8.00	-	-	216.00	-	-	788.00	111,746.81	64.00	72.00	44.00	120.00	-	300.00	55,648.52	-	-	-	-	-	-	300.00	55,648.52	1,088.00	167,395.33	$0	$0	$0	$ 167,395.33
5.00	**Draft and Final Reports**																																	
5.10	Agency TDPs		12.00	216.00		216.00	24.00	32.00	8.00	216.00			724.00	106,071.22	24.00	90.00				114.00	21,030.96					-	-	114.00	21,030.96	838.00	127,102.18				$ 127,102.18
5.20	Coordinated Human Service Transportation Plan	8.00	40.00	12.00	80.00			20.00	8.00				168.00	25,277.21						-	-					-	-	-	-	168.00	25,277.21				$ 25,277.21
	Task Total 5	8.00	52.00	228.00	80.00	216.00	24.00	52.00	16.00	216.00	-	-	892.00	131,348.43	24.00	90.00	-	-	-	114.00	21,030.96	-	-	-	-	-	-	114.00	21,030.96	1,006.00	152,379.39	$0	$0	$0	$ 152,379.39
6.00	**Presentations**																																	
6.10	Presentations		15.00	20.00									35.00	5,704.30	15.00					15.00	4,234.35					-	-	15.00	4,234.35	50.00	9,938.65				$ 9,938.65
	Task Total 6	-	15.00	20.00	-	-	-	-	-	-	-	-	35.00	5,704.30	15.00	-	-	-	-	15.00	4,234.35	-	-	-	-	-	-	15.00	4,234.35	50.00	9,938.65	$0	$0	$0	$ 9,938.65
	TOTAL HOURS	**20.00**	**363.00**	**852.50**	**240.00**	**556.00**	**36.00**	**92.00**	**60.00**	**532.00**	**36.00**	**16.00**	**2,803.50**	**415,529.79**	**232.00**	**252.00**	**44.00**	**132.00**	**36.00**	**696.00**		**67.00**	**410.00**	**40.00**	**52.00**	**569.00**		**1,265.00**		**4,068.50**				**$ 4,068.50**
	SUBTOTAL BILLABLE COSTS	**4,593.66**	**59,788.59**	**137,836.22**	**29,737.90**	**72,673.50**	**10,553.33**	**16,404.20**	**10,743.72**	**65,919.01**	**5,657.45**	**1,622.21**		**415,529.79**	**65,491.28**	**39,916.80**	**6,260.76**	**21,908.04**	**5,526.36**		**139,103.24**	**10,152.51**	**42,512.90**	**4,691.60**	**4,228.64**		**61,585.65**		**200,688.89**		**616,218.68**	**$9,725**	**$4,000**	**$13,725**	**$ 629,943.68**
	SUBCONSULTANT MARKUP																				**6,955.16**						**3,079.28**		**10,034.44**					**$ 10,034.44**
	TOTAL COSTS																				**146,058.40**						**64,664.93**		**210,723.33**					**$ 639,978.13**

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: NELSON\NYGAARD

_____
Jonathan Watts.
Director of Operations/
Authorized Signer

DATE_____

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

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

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

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

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

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

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

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

A. **Approval of Minutes February 20, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

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

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

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

E. **Local Clearinghouse:** None.

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

IV. **ELECTION OF OFFICERS** (Napier)

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

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

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

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

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

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

A. Timeline

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

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

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

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of February 20, 2025

,

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

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

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

I. ROLL CALL:
Members Present: Ayon, Couch, Espinoza, Hawkins, Morse, Noerr, Parlier, Reyes (virtual, non-voting), Reyna, B Smith, P. Smith, Solorio-Ruiz
Congestion Management Agency Ex-Officio Members: Carr, Navarro, Parra
Members Absent: Gorman, Warney
Others:
Staff: Hakimi, Napier, Banuelos, Valle, Romero-Valdivia, Ball, Van Wyk, Enriquez, Davisson, Flickinger

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

None.

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

A. Approval of Minutes – January 16, 2025

B. Concurrence in Actions of TPPC

C. Response to Public Comments

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

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

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

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

F. **Local Clearinghouse:**

Applicant: Kern County Fair DBA 15th District Agriculture Association
Address: 1142 S P Street
Bakersfield, CA 93307-3950
Contact: Michael Olcott

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

Federal Funds: $2,200,000.00
Total Funds: $2,200,000.00

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

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director made the following comments:

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

VIII. MEMBER STATEMENTS:

None.

IX. CLOSED SESSION:

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

No action taken.

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

Respectfully submitted,

ATTEST: _____
Ahron Hakimi, Executive Director

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

March 20, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Irene Enriquez
Regional Planner

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

DESCRIPTION:

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

DISCUSSION:

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

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

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

ACTION:

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

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

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

RECITALS:

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

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

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

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

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

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

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

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: Exhibit “A”: Scope of Work, Exhibit “B”: Project Timeline, Exhibit “C”: Project Budget, and Exhibit “D”: Project Debarment and Suspension Certification; all of which are incorporated herein by this reference.

II. Statement of Work

The work to be conducted by the Consultant is specified, for the delivery of products as specified in the Scope of Work, attached hereto as Exhibit "A," according to the Schedule , attached hereto as Exhibit “B” and Budget/Cost Proposal, attached hereto as Exhibit “C.” During the performance of this contract, the representative project manager for Kern COG and Consultant will be:

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

III. Term

Time is of material importance in this contract. The term of this contract is March 20, 2025, through January 30, 2027, unless an extension of time is granted in writing by Kern COG. The various phases involved in this project shall be completed as indicated in Exhibit "B," Project Timeline.

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

IV. Assignability

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

V. Contract Changes

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

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

VI. Contract Costs and Reimbursements

A. Maximum Contract Amount/Budget Amendments:

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

B. Progress Payments and Reports:

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

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

C. Billing Format and Content:

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

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

2. Other Direct Costs: All direct costs billed must be specifically identified. Any travel costs may not exceed the per diem ($65.00/day meals; $225.00/day accommodations) and mileage rates shall be reimbursed at the IRS-established standard mileage rate. Any other direct costs not specifically identified in the contract budget cannot be reimbursed.

D. Contract Completion Retainer:

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

E. Allowable Costs and Documentation:

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

VII. Progress Reports

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

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

VIII. Inspection of Work

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

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

IX. Staffing

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

X. Subcontracting

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

XI. Termination of Contract

A. Termination for Convenience of Kern COG:

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

B. Termination for Cause:

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

XII. Compliance with Laws, Rules, and Regulations

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

XIII. Conflict of Interest

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

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

1. Participate in any decision relating to this contract that affects his personal interest or the interest of any corporation, partnership, or association in which he has, directly or indirectly, any interest; or

2. Have any interest, direct or indirect, in this contract or the proceeds thereof during his tenure or for one year thereafter.

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

XIV. Contingency Fees

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

XV. Copyrights

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

XVI. Publication

A. No report, information, or other data given to or prepared or assembled by Consultant pursuant to this contract, shall be made available to any individual or organization by Consultant without the prior written approval of Kern COG.

B. The following acknowledgment of FTA's participation must appear on the cover or title page of all final products:

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

XVII. Disputes

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

XVIII. Hold Harmless

Consultant agrees to indemnify, and hold harmless, but shall have no duty to defend Kern COG and Kern COG's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and other counsel retained by Kern COG, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, to the extent caused by any negligent, reckless, or willfully wrongful act or omission of, material breach of the terms of this agreement by, or material violation of applicable laws by Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, and subject to the same extent caused by negligent, reckless, or willful act or omission, breach, or violation of applicable laws, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of Kern COG; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Consultant by any person or entity.

XIX. Insurance

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

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

I.

A. Commercial general liability insurance with coverage of not less than $2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage, $2,000,000 general aggregate, $2,000,000 products/completed operations aggregate. Such limits may be met through a combination of primary and excess policies. Commercial general liability insurance policies shall name Kern COG, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under the terms of the contract are concerned. Such coverage for additional insured shall apply as primary insurance or self-insurance and any other insurance, maintained by Kern COG, its officers, agents, and employees, shall be given excess only and not contributing with insurance provided under the consultant's policies herein.

B. Business automobile liability insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and

non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars ($1,000,000) each accident.

C. Professional liability insurance of at least one million dollars ($1,000,000) per claim and two million dollars ($2,000,000) aggregate.

D. Worker's compensation insurance as required by law.

II. This insurance shall not be canceled or reduced without a minimum of thirty (30) days advance written notice given to Kern COG except ten (10) days for non-payment of premium. The consultant shall provide certification of said insurance to Kern COG within twenty-one (21) days of the date of the execution of the contract. Such certification shall show, to Kern COG's satisfaction, that such insurance coverages have been obtained and are in full force; that Kern COG, its officers, agents, and employees will not be responsible for any premiums on the policies; that as and if required such insurance names Kern COG, its officers, agents, and employees individually and collectively as additional insured (commercial general liability only), but only insofar as the operations under the contract are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Kern COG, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the consultant's policies herein; and that this insurance shall not be canceled, changed, or, nonrenewed without a minimum of thirty (30) days advance, written notice given to Kern COG, except ten (10) days for non-payment of premium.

III.

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

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

A. The Commercial General Liability and Automobile Liability Insurance required in sub-paragraphs A and B shall include an endorsement naming Kern COG and Kern COG's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided on the most recent edition of the ISO CG 20 10 and CG 20 37 forms. Edition date 11/85 or such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

B. Any self-insured retentions in excess of $10,000 must be declared on the Certificate of Insurance or other documentation provided to Kern COG and must be approved by Kern COG.

C. If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

D. Cancellation of Insurance -- The above-stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance

policy supplied by the Consultant must be endorsed to provide that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits nonrenewed, except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Consultant shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, nonrenewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

E. All insurance shall be issued by a company or companies authorized to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating. Any exception to these requirements must be approved by the Kern COG, such approval shall not be unreasonably withheld.

F. If Consultant is or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant shall provide coverage equivalent to the insurance coverages and endorsements required above. The Kern COG will not accept such coverage unless Kern COG determines, in its reasonable discretion and by the written acceptance that the coverage proposed to be provided by the Consultant is equivalent to the above-required coverages.

G. Commercial General Liability and automobile liability, insurance afforded by Consultant pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by Kern COG. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against Kern COG.

H. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude Kern COG from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

I. Failure by Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. Kern COG, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Kern COG may purchase such required insurance coverage, and without further notice to Consultant, Kern COG shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by Kern COG for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement is insufficient to reimburse Kern COG for the premiums and any associated costs, Consultant agrees to reimburse Kern COG for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by Kern COG to take this alternative action shall not relieve the Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

XX. Equal Employment Opportunity/Nondiscrimination

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

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

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

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

C. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including the procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

D. Information and Reports: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Kern COG, Caltrans, FTA, or FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to Kern COG, Caltrans, FTA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, Kern COG shall impose such contract sanctions as it, Caltrans, FTA, or FHWA may determine to be appropriate, including, but not limited to:

1) Withholding of payments to Consultant under this contract until Consultant complies; and/or 2) Cancellation, termination, or suspension of the contract, in whole or in part.

F. Incorporation of Provisions: Consultant shall include the provisions of Paragraphs A through F of this Section XX in every subcontract, including procurements of materials and leases of equipment, unless exempt from the regulations, or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Kern COG, Caltrans, FTA, or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request Kern COG to enter into such litigation to protect the interests of Kern COG, and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

XXI. Disadvantaged Business Enterprise (DBE)

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

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

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

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

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

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

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

Prompt Payment Clauses

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

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

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

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

XXII. Audits

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

XXIII. Clean Air Act/Clean Water Act Requirements

Consultant, in carrying out the requirements of this contract, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Presidential Executive Order 11738, and those

Environmental Protection Agency regulations contained in 40 CFR Part 15.

XXIV. Notice

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

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

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

XXV. Venue

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

XXVI. California Law

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

XXVII. No Authority to Bind Kern COG

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

XXVIII. Nonwaiver

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

XXIX. Independent Contractor

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

XXX. Partial Invalidity

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

XXXI. Signature Authority

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

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

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

_____
Bob Smith, Chair
"KERN COG"

APPROVED AS TO CONTENT:

_____
Ahron Hakimi, Executive Director

Kern Council of Governments

APPROVED AS TO FORM:

_____
Brian Van Wyk
Kern County Counsel
For Kern COG

CALSTART, Inc.

_____
Marc Gottschalk, Chief Legal Counsel
CALSTART, Inc.

APPROVED AS TO CONTENT:

_____
Marc Gottschalk, Chief Legal Counsel

CALSTART, Inc.

APPROVED AS TO FORM:

_____
Marc Gottschalk
Chief Legal Counsel
For CALSTART, Inc.

Exhibit “A”

Scope of Work

Exhibit "A"
Scope of Work

Overall Project Objectives

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

Task 1: Existing Conditions

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

Task 2: Analysis

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

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

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

Task 3: Public Outreach

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

Task 4: Draft and Final Plan

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

Task Deliverables

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

Task	**Deliverable**
Task 1: Existing Conditions	• Data Collection Methodology (as applicable) • Summary of Existing Conditions for all 3 routes and ESTA's routes • Baseline Data Collection or Existing Conditions Report
Task 2: Analysis	• Kern Transit Route Energy Model (BEBs and FCEVs) • Kern Transit Infrastructure Siting Analysis • Kern Transit Resiliency Feasibility Analysis
Task 3: Public Outreach	• Stakeholder and Community Engagement Memo
Task 4: Draft and Final Plan	• Kern Transit Zero Emission Long Distance Route Feasibility Study

Exhibit “B”

Project Timeline

Project Name: Kern Transit Feasibility Study

Project Budget	$ 400,000
Length (months)	22
Date Start	4/1/2025
Date Complete	1/31/2027

Tasks	Start	End
Task 1 Existing Conditions	4/1/2025	6/15/2025
Task 2 Analysis	5/1/2025	8/4/2026
Task 3 Public Outreach	4/1/2025	8/4/2026
Task 4 Draft and Final Plan	8/4/2026	1/31/2027

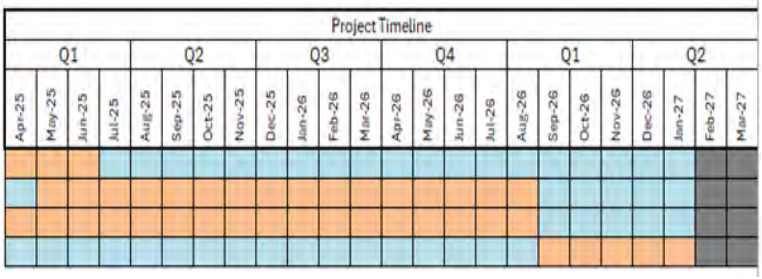

Exhibit “C”

Project Budget

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

Exhibit D

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

1) The Consultant certifies, to the best of its knowledge and belief, that it and its contractors, subcontractors, and sub-recipients:

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

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

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

CONSULTANT: CALSTART, Inc.

_____
Marc Gottschalk,
Chief Legal Counsel

DATE_____

Kern Council of Governments

IV.
COG

March 20, 2025

TO: KERN COUNCIL OF GOVERNMENTS

FROM: Ahron Hakimi,
Executive Director

By: Becky Napier
Deputy Director - Administration

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

DESCRIPTION:

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

DISCUSSION:

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

ACTION

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

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

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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, Calderon, Couch, Espinoza, Gorman, Hawkins, Morse, Noerr, Reyna, Parlier, Smith, P. Smith, Solorio-Ruiz

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

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

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

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

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

A. **Approval of Minutes March 20, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

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

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

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

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

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

Action: Accept and file reports. ROLL CALL VOTE.

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

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

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

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

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

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

H. **Local Clearinghouse:** None.

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: National Park Service
Funding Opportunity Number: P25AS00464
Title: CSUB NAGPRA Consultation/Documentation Grant

Federal Funds: $149,357.00

Total Funds: $149,357.00

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY (None)

VI. MEETING REPORTS: (None)

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

A. Timeline

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

IX. CLOSED SESSION: None.

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be May 15, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of March 20, 2025

,

KERN COG BOARD ROOM — THURSDAY
1401 19TH STREET, THIRD FLOOR — March 20, 2025
BAKERSFIELD, CALIFORNIA — 6:30 P.M.

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

I. ROLL CALL:
Members Present: Ayon, Couch, Gorman, Espinoza, Hawkins, Morse, Noerr, Parlier, Reyes (virtual, non-voting), Reyna, B Smith, P. Smith, Solorio-Ruiz (virtual non-voting)
Congestion Management Agency Ex-Officio Members: Carr, Brock, Parra, Warney
Members Absent: None
Others: Rick Franz, Jay Schlosser
Staff: Hakimi, Napier, Banuelos (virtual), Campbell, Romero-Valdivia, Ball, Van Wyk, Enriquez,

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

None.

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

A. Approval of Minutes – February 20, 2025

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Kern Transit Climate Adaptation Plan (Enriquez)

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

E. Local Clearinghouse: None.

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

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

IV. **ELECTION OF** OFFICERS (Napier)

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

Action: Motion by Director P. Smith to nominate B. Smith for Chairman and Couch for Vice-Chairman; second by Director Couch, motion carried with a unanimous roll call vote.

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

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

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

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

Executive Director Hakimi made the following comments:

- Board Folder Items.

IX. **MEMBER STATEMENTS:**

Director Reyna announced an event to be held in Wasco.

X. **CLOSED SESSION:**

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

No reportable action taken.

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

Respectfully submitted,

_____
Ahron Hakimi, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

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

DESCRIPTION:

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

DISCUSSION:

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

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

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

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

AGREEMENT FOR PROFESSIONAL SERVICES
CONTRACT EMPLOYEE

(Kern Council of Governments – John Schlosser)

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

I. RECITALS

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

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

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

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

II. AGREEMENT

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

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

3. **Compensation Package**.

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

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

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

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

3.2 Additional Provisions.

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

3.2.2 Release.

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

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

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

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

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

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

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

4.1 Retirement.

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

4.2 Health Care Coverage.

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

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

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

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

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

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

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

4.7 Car Allowance: $750.00 per month.

4.8 Technology Allowance: $200.00 per month.

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Dispute Resolution.**

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

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

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

13. 3 Settlement through Mediation. If as a result of the mediation, a settlement is reached and the parties agree that such settlement shall be reduced to writing, then (i) the mediator shall be appointed an arbitrator for the sole purpose of signing the settlement agreement reached through the mediation process, (ii) the settlement agreement shall have the same force and effect as an arbitration award, and (iii) judgment may be entered upon the settlement agreement in accordance with applicable law in any court having competent jurisdiction thereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Termination.**

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

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

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

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

27.2 Effect of Involuntary Termination.

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

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

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

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

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

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

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

27.6 Effect of Termination Generally.

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

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

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

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

KERN COUNCIL OF GOVERMENTS

By_____
Robert Smith, Chair
Kern Council of Governments

EXECUTIVE DIRECTOR

By_____
John (Jay) Schlosser

APPROVED AS TO FORM:
Office of County Counsel

By_____
Brian Van Wyk, Deputy

EXHIBIT "A"

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

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

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

- Supervise the planning and implementation of all Kern COG's activities and formulate and present to the Council the plans for such activities and the means to finance same.
- Supervise and direct the preparation of the annual budget for the Board and be responsible for its administration after adoption by the Council.

- Appoint, supervise, suspend, discipline or remove Kern COG employees subject to the applicable policies and procedures in place and/or adopted, from time to time, by the Board.
- Attend all meetings of the Council and act as the secretary to the Council.

- Prepare and submit to the council periodic financial reports and, as soon as practicable after the end of each fiscal year, a complete report of the finances and administrative activities of Kern COG for the preceding year.

- Have custody and charge of all Kern COG property other than money and securities.

Typical Tasks and Responsibilities:

- Plan, assign and supervise the technical detail and administrative arrangements of Kern COG.

- Develop and present to the Board for approval the goals and objectives for Kern COG, with the requisite plan for implementation.

- Once approved, implement the goals and objectives with clear directions, programs and priorities for achievement with specific time frames for completion.

- Assess organizational strengths and resource requirements and create a strategic plan, budget and timeline for resource development/improvement.

- Provide leadership, by example, establishing and maintaining quality standards.

- Work collaboratively with others to create and promote a cohesive, collaborative and effective leadership team to support Kern COG strategies and work programs.

- Translate Board determined strategies into specific objectives and initiatives, create structures, processes and systems to support strategic priorities and integrates efforts across organizational functions; obtains and allocates resources as needed; assigns clear authority and accountability for performance management and improvement efforts.

- Ensure quality-related plans and strategies 1 reflect the highest standards of ethics and integrity.

- Provide oversight and direction, act as liaison, serve or appoint others to serve or represent Kern COG at applicable and appropriate local, state or federal meetings, agencies, commissions, or hearings.

- In collaboration with key staff, evaluate the organization's strategic efforts and determine the appropriate initiatives to achieve organizational objectives and effectiveness.

- Provide strategic and technical direction in the assessment and development of opportunities related to organizational strategies, data collection and analysis, and information management tools intended to support quality improvement and performance excellence for the organization's programs.

- Summarize, and process any outcome data from multiple sources into meaningful, manageable information upon which to make decisions about program and organization performance improvement.

- Contribute to the development of policy and processes related to quality improvement and performance management.

- Collaborate with key staff to define performance issues and outcomes, set priorities and determines methods for improvement.

- Implement monitoring and measurement tools across the organization related to organizational and program quality improvement.

- Assist key staff within the organization to define performance management opportunities and priorities; develop solutions and process changes to resolve problems and improve performance; coach key staff on individual performance related to desired outcomes and expectations and its impact on overall organizational performance.

- Assist key staff in making difficult or sensitive organizational changes; serve as a resource for change leadership, group dynamics, negotiation; principles, knowledge of human factors and human error theory.

- Maintain professional affiliations, as appropriate, and participate in professional activities to keep abreast of developments in related fields to ensure best practices within the organization.

- Perform such other duties as the Council may require in carrying out the policies and directives of the Council.

- Abide by all policies and procedures as set forth in the Kern COG employee policy manual as amended, to the degree those policies and procedures are not inconsistent with the terms and conditions of this Agreement.

Minimum Qualifications:

- Graduation from a recognized college or university preferably with a Major in City or Regional Planning or Public or Business Administration, or Engineering.

- Five years of increasingly responsible professional experience in governmental planning or administration, at least four years of which must have been in city, county or regional planning.

- Additional related education (i.e., Masters in Planning or Administration), job experience and results achieved will be considered.

- Valid California driver's license and driving record acceptable to Kern COG.

- Knowledge of the principles and practices applicable to governmental planning and management.

- Knowledge of the trends, policies and regulations affecting public planning.

- Knowledge of the California State Planning Act, Subdivision Act, Sustainable Community Planning and pertinent local planning requirements.

- Knowledge of transportation engineering.

- Demonstrated ability to collect, analyze and interpret data.

- Demonstrated ability to establish and maintain confidential and cooperative relations with the public and the staff.

- Demonstrated ability to prepare and implement annual work programs and annual fund budgets.

- Demonstrated ability to manage and implement an administrative and personnel system.

- Demonstrated ability to manage a multi-discipline organization
- Demonstrated ability to work. collaboratively and effectively with city, county, and state organizations and staff, citizen groups, local boards and elected officials.

- Ability to travel frequently throughout the San Joaquin Valley, specifically, and the state of California generally.

- Pass a criminal background check and maintain a clean criminal record, notifying the Council of any subsequent charges or arrests for any crime.

Physical Requirements:

Body Position:

- Sit to operate the computer, talk on telephone, work at desk and to drive vehicle for frequent travel.

- Sit/stand to work with public and other employees, as needed.

- Twist upper body to use office equipment, relocate shelved materials, and talk on the telephone.

- Stand/stoop/crouch/kneel/squat to file or retrieve materials in low cabinets or on low shelves.

- Walk/stand to deliver materials within the office.

Object Manipulation:

- Use the computer- press keys with fingers, both hands.

- Operate a telephone- reach, lift with hand, press keys with fingers.

- Use pens and pencils to record data -grasp by thumb and finger.

- Use keys to unlock office, file cabinets, doors and storage facility - grasp by thumb and finger, twist with wrist/hand.

- Operate a motor vehicle - use hands and fingers to manipulate key entry, steering wheel, vehicle controls, and gear shift; use both legs/feet to control power and braking of vehicle.

Environment Demands:

- Work under general office noise with telephones ringing, people talking, printers operating, copiers/other office equipment running.

- Work indoors in a carpeted environment to perform office related responsibilities.

Kern Council of Governments

III. E.
COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi,
Executive Director

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

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

DESCRIPTION:

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

DISCUSSION:

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

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

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

	Transportation Development Act, including state revenues and claim disbursements.
State of Good Repair Fund (#24082)	Records the financial activity of Kern COG serving in a custodial or fiduciary capacity as prescribed by Sections 99313 & 99314 of the Public Utilities Code, including state revenues and claim disbursements.
Regional Early Action Planning Fund (#42906)	Records the financial activity of Kern COG for planning activities related to the regional housing need assessment as prescribed in Section 50515.02, subdivision (a), of the Health and Safety Code.
Public Transportation Modernization, Improvement and Service Enhancement Account Program (*PTMISEA*) (#42908)	Records Kern COG's financial activity in its custodial or fiduciary capacity as prescribed by Government Code, Chapter 12.49, Section 8879.20, including Proposition 1B revenues and public transit project disbursements.
California Transit Security Grant Program (*CTSGP*) (#42929)	Records Kern COG's financial activity in its custodial or fiduciary capacity as prescribed by Government Code, Chapter 12.49, Section 8879.23, including Proposition 1B revenues for mobility, safety, and air quality improvements.

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

ACTION: Accept and file reports. ROLL CALL VOTE.

Kern Council of Governments

III. F.
COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi
Executive Director

BY: Susanne Campbell
Regional Planner

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

DESCRIPTION:

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

DISCUSSION:

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

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

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

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

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

ACTION

Accept the 2025 Community Survey Final Report.

ROLL CALL VOTE.



GODBE RESEARCH
Gain Insight

Kern Council of Governments: 2025 Community Survey

March 2025

Overview and Research Objectives

GODBE RESEARCH
Gain Insight

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

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

Methodology Overview

GODBE RESEARCH
Gain Insight

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

Note: The sample of respondents was compared with the actual adult population of Kern County (weighted to the 2023 American Community Survey (ACS) for gender, age, ethnicity, and homeownership) to examine possible differences between the demographics of the sample of respondents and the actual County population. The data were weighted to the 2023 American Community Survey (ACS) for gender, age, ethnicity, and housing status and weighted to the 2020 Census data for region.



GODBE RESEARCH
Gain Insight

Executive Summary

Executive Summary I

GODBE RESEARCH
Gain Insight

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

Executive Summary II

GODBE RESEARCH
Gain Insight

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

Executive Summary III

GODBE RESEARCH
Gain Insight

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

Executive Summary IV

GODBE RESEARCH
Gain Insight

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

Executive Summary V

GODBE RESEARCH
Gain Insight

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

Executive Summary VI

GODBE RESEARCH
Gain Insight

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



www.godberesearch.com

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

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

Kern Council of Governments

III. G.
COG

April 17, 2025

TO: Kern Council of Governments

FROM: Ahron Hakimi, Executive Director

By: Becky Napier
Deputy Director – Administration

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

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

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

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

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

https://www.kerncog.org/wp-content/uploads/2025/04/OWP_25-26-.pdf

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

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

RESOLUTION 25-01

In the matter of:

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

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

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

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

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

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

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

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

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

1. Section 134 of Title 23, U.S.C.; FTA 49 U.S.C., Chapter 53, Section 5303; and Title 23, CFR 450, Subpart C;

2. Sections 174 and 176 (c) and (d) of the Clean Air Act (42 U.S.C. 7504, 7506 (c) and (d);

3. Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by each state under 23 U.S.C. 324 and 29 U.S.C. 794;

4. Section 1003(b) of the Transportation Equity Act for the 21st Century regarding the involvement of disadvantaged business enterprises in the FHWA and the FTA funded planning projects (Pub.L. 97242, section 105(f), 96 Stat. 2100;49 CFR Part 23); and

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

AUTHORIZED AND SIGNED THIS 17th DAY OF APRIL 2025.

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
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 17th day of April 2025.

_____
Ahron Hakimi, Executive Director
Kern Council of Governments

AGENDA
KERN COUNCIL OF GOVERNMENTS
May 15, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

I. **ROLL CALL:** Ayon, 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 April 17, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Agreement With the City of Bakersfield 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 Chairman to sign the Agreement. ROLL CALL VOTE.

E. **Agreement With the County of Kern 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 Chairman to sign the Agreement. ROLL CALL VOTE.

F. **Local Clearinghouse:**

Applicant: City of Delano
Address: 1015 Eleventh Avenue
Delano, CA 93215
Contact: Mr. Pedro Nunez

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity Number: 14.251
Title: Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Federal Funds: $6,000,000.00
Total Funds: $7,056,525.00

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

IV. **Final Kern Council of Governments (COG) FY 2025-2026 Financial Plan** (Napier)

Comment: Pursuant to policy, 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 2025-2026 Financial Plan that includes $8,441,099 in estimated operating revenues and $8,561,226 in estimated operating and capital

expenditures.

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Action: Adopt the Final Kern COG FY 2025-2026 Financial Plan. ROLL CALL VOTE.

V. Final Kern Motorist Aid Authority (KMAA) FY 2025-26 Financial Plan (Napier)

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 2025-2026 Financial Plan proposes operating revenues totaling $859,807, and operating appropriations totaling $667,337.

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Action: Adopt the Final KMAA FY 2025-2026 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. 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: None.

XII. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be June 19, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of April 17, 2025

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KERN COG BOARD ROOM — THURSDAY
1401 19TH STREET, THIRD FLOOR — April 17, 2025
BAKERSFIELD, CALIFORNIA — 6:30 P.M.

The meeting was called to order by Chairman Smith at 7:26 p.m.

I. **ROLL CALL:**
Members Present: Couch, Gorman, Hawkins, Reyna, B Smith, P. Smith, Solorio-Ruiz
Congestion Management Agency Ex-Officio Members: Carr, Gunn (virtual non-voting), Parra, Warney
Members Absent: Ayon, Calderon, Espinoza, Morse, Noerr, Parlier
Others: Rick Franz, Jay Schlosser, Bryan Godbe, Caleb Brock, Patrick Snead
Staff: Hakimi, Napier, Romero-Valdivia, Ball, Rivera, Enriquez, Valle, Pacheco, Plank, Flickinger, Montalvo (virtual), Invina-Jayasiri (virtual), Raymond (virtual),

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 – March 20, 2025**

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

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

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

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

Action: Accept and file reports. ROLL CALL VOTE.

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

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

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

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

H. **Local Clearinghouse:**

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: National Park Service
Funding Opportunity Number: P25AS00464
Title: CSUB NAGPRA Consultation/Documentation Grant

Federal Funds: $149,357.00
Total Funds: $149,357.00

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

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. 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 comments:

- Report on San Joaquin Valley Policy Conference in Merced.

VIII. MEMBER STATEMENTS:

None.

IX. CLOSED SESSION: None.

X. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:34 p.m. - **NEXT MEETING – MAY 15, 2025.**

Respectfully submitted,

ATTEST: _____
Ahron Hakimi, Executive Director

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

May 15, 2025

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. D. Agreement With the City of Bakersfield 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 Chairman to sign 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 _____, 2025 ("**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 2025-26 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, 2025 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 24, 2026.

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, 2026.

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

_____
Bob Smith, Chair
"KERN COG"

APPROVED AS TO CONTENT:

_____
Ahron Hakimi, Executive Director
Kern Council of Governments

APPROVED AS TO FORM:

_____
Brian Van Wyk,
Deputy County Counsel
For KERN COG

CITY OF BAKERSFIELD

_____
Karen Goh
City of Bakersfield
“CITY”

APPROVED AS TO CONTENT:

_____
Gregg Strakaluse, Director
City of Bakersfield Public Works Dept.

APPROVED AS TO FORM:

_____
Joshua H. Rudnick,
Deputy City Attorney II
City of Bakersfield

COUNTERSIGNED:

_____
Randy McKeegan
Finance Director

Kern Council of Governments

III. E.
COG

May 15, 2025

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 With the County of Kern 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 Chairman 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 _____2025 ("**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 2025-26 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 24, 2026.

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, 2026.

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 (Tim Garrison)
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, Chairman "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

Kern Council of Governments

IV.
COG

May 15, 2025

TO: Kern Council of Governments (Kern COG)

FROM: Ahron Hakimi
Executive Director

By: Becky Napier
Deputy Director - Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
FINAL KERN COUNCIL OF GOVERNMENTS (COG) FY 2025-2026 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 2025-2026 Financial Plan that includes $8,441,099 in estimated operating revenues and $8,561,226 in estimated operating and capital expenditures.

DISCUSSION: Attached is the **final** Kern COG FY 2025-2026 Financial Plan. This final plan serves as the presentation of detailed information regarding FY 2025-2026 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 $8,441,099 a 2.31% decrease from prior year proposed budget due to a decrease in revenue of three large, one-time grants. Carryover funds will be amended into the budget when confirmed by Caltrans after the first quarter of the fiscal year.

EXPENDITURES -- Appropriations totaling $8,561,226 to fund current operating expenditures, including all projects set forth in the Overall Work Program. This represents a 20.84% increase over the prior year proposed budget for services and supplies primarily for an advertising push to promote Rideshare Week, Telework Awareness Month, Vanpool Awareness Month and Bike Month.

Please see the attached document for a more detailed presentation of FY 2025-2026 budget related issues and appropriations.

Staff recommends approval.

OPEN PUBLIC HEARING **RECEIVE COMMENTS** **CLOSE PUBLIC HEARING**

ACTION: Adopt the Final Kern COG FY 2025-2026 Financial Plan. ROLL CALL VOTE.

Kern Council of Governments

ANNUAL FINANCIAL PLAN

FISCAL YEAR 2025-2026

CHAIR

Bob Smith, City of Bakersfield

VICE-CHAIR

David Couch, County of Kern

BOARD OF DIRECTORS

Olivia Calderon	City of Arvin
Bob Smith	City of Bakersfield
Marquette Hawkins	City of California City
Salvador Solorio-Ruiz	City of Delano
Cory Morse	City of Maricopa
Saul Ayon	City of McFarland
Skip Gorman	City of Ridgecrest
Pete Espinoza	City of Shafter
Dave Noerr	City of Taft
Philip A. Smith	City of Tehachapi
Gilberto Reyna	City of Wasco
David Couch	County of Kern
Chris Parlier	County of Kern

SUBMITTED BY:
Ahron Hakimi
Executive Director
May 15, 2025

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LETTER OF TRANSMITTAL

May 15, 2025

The Honorable Board of Directors
Kern Council of Governments

Dear Chairman and Board of Directors;

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 2025-2026. 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 2025-2026 Overall Work Program. In summary, the final plan includes revenues of $8,441,099 and expenditures of $8,561,226.

REVENUES

Kern COG staff anticipates FY 2025-2026 budgeted revenues totaling $8,441,099. Total budgeted revenues are estimated to decrease by 2.31% from the prior year proposed budget due to a decrease in revenue of three large, one-time grants as mentioned below.

Source	Amount	Percent of Total
Federal	$2,800,036	33.17%
State	$4,363,131	51.69%
Regional PL/Admin	$1,191,486	14.12%
Local/miscellaneous	$ 86,446	1.02%

Federal revenues increase marginally, and Kern COG continues to maximize these funds, with the use of toll credits as local match allows for use of the local funding sources in other areas. State revenues appear to show a decrease, but this is due to two large, one-time Climate Adaptation Grants and the CEC Grant spending down over time.

EXPENDITURES

Kern COG staff proposes FY 2025-2026 expenditure appropriations totaling $8,561,226. This represents an increase of 20.84% over the prior year proposed budget for services and supplies primarily for an advertising push to promote Rideshare Week, Telework Awareness Month, Vanpool Awareness Month and Bike Month. In terms of the four basic object classes, these appropriations are distributed as follows:

Object Class	Amount	Percent of Total
Personnel	$3,652,138	42.66%
Professional Services	$4,329,982	50.58%
Services and Supplies	$ 562,106	6.57%
Capital	$ 17,000	0.20%

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 decrease of $279,759 due to the reduced services for the two large Climate Adaption grants and the CEC grant. For further details regarding subcontractors, please refer to the discussion under "Programs", which follows. With respect to appropriations for services and supplies and capital outlays/equipment, staff recommends a total net increase of $96,943 for the 2025-2026 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 2025-2026 fiscal year. These initiatives include the following:

1) Kern Area Regional Goods-movement Operations Climate-Change Adaptation Mitigation Study (KARGO C-CAMS).
2) Kern Trans-Sierra Transit Climate Adaptation Study.
3) Sustainable Communities: for local and regional multimodal transportation and land use planning projects that support regional sustainable community strategies.
4) 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 2025-2026 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 2025-2026

Position	Number	Person-Hours
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

Name	Position
Ahron Hakimi	Executive Director
Rebecca Napier	Deputy Director - Administration
Robert R. Ball	Deputy Director - Planning
Susanne Campbell	Regional Planner
Karl Davisson	Regional Planner
Irene Enriquez	Regional Planner
Ed Flickinger	Regional Planner
Rochelle Invina-Jayasari	Regional Planner
Vincent Liu	Regional Planner
Michael Heimer	Regional Planner
Raquel Pacheco	Regional Planner
Ben Raymond	Regional Planner
Victoria Romero Valdivia	Regional Planner
Ceasar Valle	Regional Planner
Raquel Pacheco	Regional Planner
Sarah Plank	Financial Services Officer
Fasika Montalvo	Administrative Assistant
Angelica Banuelos	Administrative Assistant

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 Administration	Deputy Director Planning	Fin Services Officer	Regional Planner	Admin Assistant	Executive Secretary	Office Serivces Specialist	75-hour Pay Period Office Services Specialist	Student Intern
1	$ 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	$ 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	$ 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	$ 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	$ 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	$ 4,000.13	$ 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	$ 4,100.13	$ 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	$ 4,202.63	$ 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	$ 4,307.70	$ 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	$ 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	$ 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	$ 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				

OVERALL WORK PROGRAM SUMMARY

FY 2025-2026 Overall Work Program
SUMMARY FINANCIAL TABLE (Revised: January 30, 2025)

Funding Source		Caltrans Calif.Aid to Airports 90/10	FTA SEC.5304 Rural Carryover	FTA SEC.5303 MPO 25-26	FTA SEC.5303 MPO Carryover	FHWA PL 25-26 89/11	FHWA PL 24-25 Carryover	FHWA RSTP 25-26	FHWA CMAQ 25-26 89/11	Caltrans ATP	STIP PPM 25-26	SB-1F 25-26	SB-1F Carryover	SHA-CAP	HCD	CEC	Toll Credits*	Regional Planning Match	Regional Planning Non-match	Regional Planning Total	Local Contracts	TOTAL	Personnel Estimate	Contractor Cost Estimate	Services & Supplies Estimate	Capital Equipment	TOTAL BUDGET	
Footnotes		(1)	(4)	(5)	(5)	(7)	(7a)	(9)	(10)	(11a)	(11b)	(11c)	(11d)	(12)	(12a)	(12b)				(13)	(14)						
Air Quality Modeling/Transportation Management	101.1			$ 32,824		$ 38,873											$ 8,224	$ -	$ -	$ -		$ 71,697	$ 71,697	$ -	$ -	$ -	$ 71,697	
Environmental Review and Monitoring Program	102.1			$ 8,116		$ 8,116											$ 1,862	$ -	$ -	$ -		$ 16,232	$ 16,232	$ -	$ -	$ -	$ 16,232	
Community and Environmental Inventory Mapping System	201.1			$ 118,000		$ 300,000											$ 47,945	$ -	$ 74,425	$ 74,425		$ 492,425	$ 453,375	$ 2,500	$ 19,550	$ 17,000	$ 492,425	
Mapping Services and Technical Support	201.2																$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	
2025-2026 Sustainable Communities Public Participation	203.1A											$ 145,725					$ -	$ 18,880	$ -	$ 18,880		$ 164,605	$ 89,605	$ 75,000	$ -	$ -	$ 164,605	
2025-2026 Sustainable Communities Performance Measures	203.2A											$ 93,473					$ -	$ 12,110	$ -	$ 12,110		$ 105,583	$ 105,583		$ -	$ -	$ 105,583	
2025-2026 Sustainable Communities Mobility Innovations and Incentiv	203.3A											$ 62,445					$ -	$ 8,090	$ -	$ 8,090		$ 70,535	$ 70,535	$ -	$ -	$ -	$ 70,535	
2025-2026 Sustainable Communities Forecast & Travel Model	203.4A											$ 82,384					$ -	$ 10,674		$ 10,674		$ 93,058	$ 93,058		$ -	$ -	$ 93,058	
Regional Housing Need Allocation Plan	203.5																$ -	$ -	$ 22,065	$ 22,065		$ 22,065	$ 18,210	$ -	$ 3,855	$ -	$ 22,065	
Regional Transportation Plan/Congestion Management Process	601.1			$ 88,515		$ 319,648											$ 46,816	$ -	$ 4,754	$ 4,754		$ 412,917	$ 137,376	$ 275,541	$ -	$ -	$ 412,917	PEIR
RTP/CIP Financial Element	601.2					$ 48,230											$ 5,532	$ -	$ -	$ -		$ 48,230	$ 48,230	$ -	$ -	$ -	$ 48,230	
Regional Transportation Community Survey & Outreach	601.3					$ 27,796					$ 75,000						$ 3,188	$ -	$ -	$ -		$ 102,796	$ 19,296	$ 83,500		$ -	$ 102,796	
Federal Performance Measures Data and Analysis	601.4					$ 49,132											$ 5,635	$ -	$ -	$ -		$ 49,132	$ 49,132	$ -	$ -	$ -	$ 49,132	
Transportation Improvement Program	602.1					$ 150,000					$ 153,538						$ 17,205	$ -	$ 39,802	$ 39,802		$ 343,340	$ 330,640	$ -	$ 12,700	$ -	$ 343,340	
Project Planning & Development Assistance for Federal-Aid Projects	602.2					$ 42,762					$ 193,683						$ 4,905	$ -	$ 54,723	$ 54,723		$ 291,168	$ 285,868	$ -	$ 5,300	$ -	$ 291,168	
Transportation Systems Monitoring and Coordination	603.1					$ 41,593											$ 4,771	$ -	$ 12,896	$ 12,896		$ 54,489	$ 47,289	$ -	$ 7,200	$ -	$ 54,489	
Traffic Count Program	603.2							$ 79,677									$ -	$ 10,323	$ 14,991	$ 25,314		$ 104,991	$ 8,746	$ 96,245	$ -	$ -	$ 104,991	
Mobility Innovations and Incentives	603.3					$ 53,818											$ 6,173	$ -	$ 1,864	$ 1,864		$ 55,682	$ 21,172	$ 25,000	$ 9,510	$ -	$ 55,682	
Kern Electric Vehicle (EV) Blueprint	603.4															$ 1,283,972	$ -	$ -	$ -	$ -		$ 1,283,972	$ 65,996	$ 1,217,000	$ 977	$ -	$ 1,283,972	
MD&HD Zero-Emission Vehicle Infrastructure	603.5																$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	
Regional Travel Demand Model Maintenance	604.1					$ 229,031											$ 26,270	$ -	$ 251,170	$ 251,170		$ 480,201	$ 393,201	$ 81,000	$ 6,000	$ -	$ 480,201	
Regional Growth Forecast Model Data & Analysis	604.2					$ 93,989											$ 10,781	$ -	$ 66,070	$ 66,070		$ 160,059	$ 145,059	$ 15,000	$ -	$ -	$ 160,059	
Regional Travel Demand Model Analysis	604.3					$ 21,777											$ 2,498	$ -	$ 1,849	$ 1,849		$ 23,626	$ 23,626	$ -	$ -	$ -	$ 23,626	
Corridor/Major Investment/Impact Studies	605.1					$ 10,208											$ 1,171	$ -	$ 493	$ 493		$ 10,701	$ 10,701	$ -	$ -	$ -	$ 10,701	
KARGO C-CAMS (2023/24)	605.2										$ 48,314			$ 1,174,333			$ -					$ 1,222,647	$ 47,814	$ 1,174,333	$ 500		$ 1,222,647	
Transit, Aviation and Passenger Rail Planning	606.1			$ 145,977	$ -	$ 17,355	$ 168,410										$ 38,051	$ -		$ -		$ 331,742	$ 318,742	$ -	$ 13,000	$ -	$ 331,742	
Kern Trans-Sierra Transit Climate Adaptation Plan (FY 25-26)	606.2										$ 120,465			$ 929,799								$ 1,050,264	$ 10,264	$ 1,040,000			$ 1,050,264	
Active Transportation and Complete Streets Program	608.1					$ 46,093											$ 5,287	$ -	$ 11,417	$ 11,417		$ 57,510	$ 57,354	$ -	$ 156	$ -	$ 57,510	
	608.2																$ -	$ -	$ -	$ -		$ -				$ -	$ -	
Kern Active Transportation Plan (ATPlan) Update	608.3																			$ -		$ -		$ -	$ -	$ -	$ -	
Transportation Demand Management	609.1								$ 314,780								$ -	$ 40,783	$ -	$ 40,783		$ 355,563	$ 186,032	$ 78,000	$ 91,531	$ -	$ 355,563	
Freight Planning	610.1					$ 60,189											$ 6,904	$ -	$ 3,252	$ 3,252		$ 63,441	$ 63,441	$ -		$ -	$ 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	$ 142,273	$ -	$ 10,138	$ -	$ 152,411	
Regional Technical Assistance	902.1					$ 8,139											$ 934	$ -	$ 367	$ 367		$ 8,506	$ 8,506		$ -	$ -	$ 8,506	
Information and Data Management	903.1					$ 116,771											$ 13,394	$ -	$ 8,041	$ 8,041		$ 124,812	$ 124,812	$ -		$ -	$ 124,812	
Interregional Transportation Coordination	904.1					$ 112,887											$ 12,948	$ -	$ 36,631	$ 36,631		$ 149,518	$ 41,905	$ 105,413	$ 2,200	$ -	$ 149,518	
Local Clearinghouse Review Program	904.2																$ -	$ -	$ 5,181	$ 5,181		$ 5,181	$ 5,181	$ -	$ -	$ -	$ 5,181	
Local Reimbursement	1001.1																$ -	$ -	$ 75,328	$ 75,328		$ 75,328	$ 35,828	$ 13,500	$ 26,000	$ -	$ 75,328	
Legislative Program	1001.2																$ -	$ -	$ 36,774	$ 36,774		$ 36,774	$ 18,824	$ 17,950	$ -	$ -	$ 36,774	
Transportation Development Act (TDA) Program	1001.3																$ -	$ -	$ 131,654	$ 131,654		$ 131,654	$ 130,654		$ 1,000	$ -	$ 131,654	
Information Services and Tribal Consultation	1001.4					$ 47,330.00											$ 5,429	$ -	$ -	$ -		$ 47,330	$ 34,330	$ 10,000	$ 3,000	$ -	$ 47,330	
Overall Work Program (OWP) Development and Monitoring	1001.5																$ -	$ -	$ 84,467	$ 84,467		$ 84,467	$ 84,467	$ -	$ -	$ -	$ 84,467	
KMAA System Administration and Operations	2001.1																$ -	$ -	$ -	$ -	$ 36,506	$ 36,506	$ 36,506	$ -	$ -	$ -	$ 36,506	
511 System Administration and Operations	2002.1																$ -	$ -	$ -	$ -	$ 24,940	$ 24,940	$ 24,940	$ -	$ -	$ -	$ 24,940	
SUBTOTAL		$0	$ -	$ 393,432	$ -	$ 1,843,737	$ 168,410	$ 79,677	$ 314,780	$ -	$ 591,000	$ 384,027	$ -	$ 2,104,132	$ -	$ 1,283,972	$ 275,920	$ 100,861	$ 1,090,625	$ 1,191,486	$ 61,446	$ 8,416,099	$ 3,876,499	$ 4,309,982	$ 212,617	$ 17,000	$ 8,416,098	
ESTIMATED CARRYOVER FUNDS		$0		$ -		$ -		$ -	$ -		$ -	$ -				$ 1,283,972		$ -		$ -	$ -	$1,283,972						
FY 2025-26 ESTIMATED FUNDS		$0	$ -	$ 393,432	$ -	$ 1,843,737	$ 168,410	$ 79,677	$ 314,780		$ 591,000	$ 384,027	$ -	$ 2,104,132		$ -	$ -			$ 1,191,486	$ 61,446	$ 7,132,127						
SUBTOTAL		$0	$ -	$ 393,432	$ -	$ 1,843,737	$ 168,410	$ 79,677	$ 314,780	$ -	$ 591,000	$ 384,027	$ -	$ 2,104,132	$ -	$ 1,283,972	$ -	$ -		$ 1,191,486	$ 61,446	$ 8,416,099						
				$ -	$ -	$ (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.

*For Work Element 605.2, the total Climate Adaptation programmed amount is $2,655,900, as outlined in the 2023-24 OWPA approved November 16, 2023, Amendment #1. Kern COG is allocating the first of the grant award and local match funding in Amendment #1 of the 2023-24 OWP. In the 2024-25 Fiscal Year, the remaining grant award and local match PPM funding will be programmed.

FINANCIAL PLAN SUMMARY

Kern Council of Governments

FINANCIAL PLAN SUMMARY
FY 2025-2026

Revised: April 29, 2025

Account No./Title	2023-24 Estimated	2024-25 Proposed	2025-26 Proposed
REVENUE			
4140-Federal Grants	$ 3,057,693	$ 2,572,338	2,800,036
3955-State Grants	$ 4,966,446	$ 4,607,883	4,363,131
4220-Regional Planning/Admin.	$ 974,693	$ 1,379,832	1,191,486
4220-Local Contracts	$ 38,044	$ 55,935	61,446
5370-Miscellaneous	$ 25,000	$ 25,000	25,000
TOTAL REVENUE	$ 9,061,876	$ 8,640,988	$ 8,441,099
EXPENDITURES			
Personnel:			
6110-Regular Salaries & Wages	$ 2,146,973	$ 2,082,135	2,288,724
6200-Extra-Help Wages	$ 50,414	$ 50,414	50,414
6410/6600-Fringe Benefits	$ 1,085,855	$ 1,202,747	1,313,000
SUBTOTAL-PERSONNEL	$ 3,283,242	$ 3,335,296	$ 3,652,138
SUBTOTAL-7500 - PROFESSIONAL SEF	$ 5,332,342	$ 4,609,741	4,329,982
SERVICES & SUPPLIES			
6841-Communications	$ 15,120	$ 15,120	15,120
6900-Insurance	$ 30,000	$ 30,000	30,000
6970-Maintenance-Equipment	$ 9,000	$ 9,000	9,000
7001-Maintenance-Structures	$ 2,000	$ 2,000	2,000
7400-Memberships	$ 20,575	$ 20,575	44,675
7450-Office Supplies	$ 15,406	$ 23,406	25,706
7525-Data Processing	$ 48,420	$ 48,420	49,295
7600-Public/Legal Notices	$ 35,300	$ 33,900	91,829
7630-Leases-Equipment	$ -		
7650-Leases-Structures	$ 160,000	$ 160,000	172,519
7700-Special Dept. Expense	$ 3,500	$ 3,500	6,000
7730-Training & Development	$ 2,554	$ 23,781	29,327
7740-Travel Expenses	$ 58,271	$ 59,939	50,786
7750-Personal Vehicle Mileage	$ 10,060	$ 11,522	11,849
7970-Kern County Indirect Costs	$ 3,000	$ 3,000	3,000
7990-Depreciation Expense	$ 21,000	$ 21,000	21,000
7995-Bad Debt Expense	$ -	$ -	
SUBTOTAL-SERVICES & SUPPLIES	$ 434,206	$ 465,163	$ 562,106
SUBTOTAL-8601-CAPITAL OUTLAYS	$ 34,000	$ 17,000	17,000
TOTAL EXPENDITURES	$ 9,083,790	$ 8,427,200	$ 8,561,226

Kern Council of Governments

FINANCIAL PLAN SUMMARY
FY j2025-2026

Revised: April 29, 2025

Account No./Title	2023-24 Estimated	2024-25 Proposed	2025-26 Proposed
Depreciation Adjustment			
OPERATING SURPLUS/(DEFICIT)	$ (21,914)	$ 213,788	$ (120,127)

REVENUE DETAIL

Kern Council of Governments

REVENUE BUDGET WORKSHEET
FY 2025-2026

Revised: April 30, 2025

Account/Source	2022-23 Estimated	2023-24 Revised	2024-25 Proposed	2025-26 Proposed
FEDERAL				
U.S. Dept. of Transportation (Region IX):				
Federal Transit Admin.(Sec.5303 Urban--89/11)	$ 433,272	$ 412,483	394,098	393,432
Federal Transit Admin.(Sec.5304 Rural)	$ 300,000	$ 300,000	-	
Federal Highway Admin. (PL)	$ 2,413,051	$ 1,889,010	1,842,093	1,843,737
Federal Highway Admin. (PL 2024-25 Carryover)				168,410
Federal Highway Admin. (SP&R)	$ 190,259	$ -	-	
Federal Highway Admin. (Safe Routes To School)	$ -	$ -	-	
Federal Highway Admin. (FAP/CMAQ)	$ 222,148	$ 240,187	256,470	314,780
Federal Highway Admin. (RSTP)	$ 79,677	$ 79,677	79,677	79,677
USGS	$ -	$ -	-	
Write-off of Uncollectible Accounts	$ -	$ -	-	
SUBTOTAL--FEDERAL	$ 3,638,407	$ 2,921,357	2,572,338	2,800,036
STATE				
California Dept. of Transportation:				
Caltrans ATP	$ 601,356	$ 358,353	351,683	
Caltrans/SB1	$ 398,557	$ 374,899	386,250	384,027
STIP/PPM	$ 300,000	$ 300,000	591,000	591,000
State Highway Account	$ -	$ -	-	
Housing and Community Development	$ 538,117	$ 7,872	11,591	
SHA-CAP	$ -	$ -	1,963,803	2,104,132
California Air Resouces Board	$ 37,924	$ 17,924	-	
California Energy Commission	$ 1,314,929	$ 1,137,744	1,303,556	1,283,972
SUBTOTAL--STATE	$ 3,190,883	$ 2,196,792	4,607,883	4,363,131
LOCAL				
Claims:				
Transportation Development Act (Planning & Admin.)	$ 1,256,427	$ 965,941	1,379,832	1,191,486
Kern Motorist Aid Authority	$ 84,740	$ 38,044	55,935	61,446
Miscellaneous Contracts	$ 29,426	$ -	-	
SJCOG/SGC Grant	$ -	$ -	-	
CA Utilities (Kern Energy Watch)	$ -	$ -	-	
Southern California Edison - REAP	$ -	$ -	-	
SUBTOTAL--LOCAL	$ 1,370,593	$ 1,003,985	$ 1,435,767	1,252,932
OTHER				
Sales--Fees and Charges	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Interest	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Rideshare Donations	$ -	$ -	$ -	$ -
Miscellaneous	$ 5,000	$ 5,000	$ 5,000	$ 5,000
SUBTOTAL--OTHER	$ 25,000	$ 25,000	$ 25,000	$ 25,000
TOTAL--REVENUES	$ 8,224,883	$ 6,147,134	$ 8,640,988	$ 8,441,099

EXPENDITURE DETAIL

Kern Council of Governments
EXPENDITURE BUDGET WORKSHEET--PROFESSIONAL SERVICES
FY 2025-2026

Account Number		Description or Subcontractor	2025-26 Proposed	Amendment No. 1	Amendment No. 2	Amendment No. 3	Amendment No. 4	2025-26 Revised	Amount Direct	Amount Indirect	Amount Nonallowable
7500	PROFESSIONAL SERVICES										
101.1	Air Quality Modeling/Transportation Management	None	$ -					$ -	$ -	$ -	$ -
102.1	Environmental Review and Monitoring Program	None	$ -					$ -	$ -	$ -	$ -
201.1	Community and Environmental Mapping System	None	$ 2,500					$ 2,500	$ 2,500	$ -	$ -
201.2	Mapping Services and Technical Support	Aerial Imagery	$ -					$ -	$ -	$ -	$ -
202.1	Climate Change Program	None	$ -					$ -	$ -	$ -	$ -
203.1B	Sustainable Communities Public Participation FY 24-25	None	$ 75,000					$ 75,000	$ 75,000	$ -	$ -
203.2B	Sustainable Communities Performance Measures FY 24-25	Traffic Count consultant and website						$ -	$ -	$ -	$ -
203.3B	Sustainable Communities Mobility Innovations and Incentives Planning FY 24-25	None	$ -					$ -	$ -	$ -	$ -
203.4B	Sustainable Communities Strategy Forecast and Travel Model Activity Program FY 24-25	None	$ -					$ -	$ -	$ -	$ -
203.5	Regional Housing Need Allocation Plan/Regional Early Action Planning Grant Program	RHNA/REAP	$ -					$ -	$ -	$ -	$ -
203.7	Regional Earl Adoption Planning (REAP 2.0) Planning	REAP	$ -					$ -	$ -	$ -	$ -
601.1	Regional Transportation Plan/CMS	Environmental Document	$ 275,541					$ 275,541	$ 275,541	$ -	$ -
601.2	RTP/CIP-Financial Element	None	$ -					$ -	$ -	$ -	$ -
601.3	RTP Outreach	Community Survey	$ 83,500					$ 83,500	$ 83,500	$ -	$ -
		KC Fair Outreach						$ -	$ -	$ -	$ -
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	$ 96,245					$ 96,245	$ 96,245	$ -	$ -
		Website Maintenance						$ -	$ -	$ -	$ -
603.3	Active Transportation Demand Management	Active Transportation	$ 25,000					$ 25,000	$ 25,000	$ -	$ -
603.4	Kern EV Blueprint	Charging Stations	$ 1,217,000					$ 1,217,000	$ 1,217,000	$ -	$ -
603.5	MD&HD Zero-Emission Vehicle Infrastructure	None	$ -					$ -	$ -	$ -	$ -
604.1	Regional Travel Demand Model Maintenance	Transportation Model Support	$ 81,000					$ 81,000	$ 81,000	$ -	$ -
604.2	Growth Forecast Model		$ 15,000					$ 15,000	$ 15,000	$ -	$ -
604.3	Regional Travel Demand Model	None	$ -					$ -	$ -	$ -	$ -
605.1	Corridor/Major Investment/Impact Fee	None	$ -					$ -	$ -	$ -	$ -
605.2	Kern Area Goods movement Operations - Climate Change Adaptation Mitigation Study	KARGO C-CAMS	$ 1,174,333					$ 1,174,333	$ 1,174,333	$ -	$ -
606.1	Transit, Aviation and Passenger Rail Planning	None	$ -					$ -	$ -	$ -	$ -
606.2	Kern Trans-Sierra Transit Climate Adaptation Plan	None	$ 1,040,000					$ 1,040,000	$ 1,040,000	$ -	$ -
606.5	Metropolitan Bakersfield Long-Range Transportation Plan Update	Metropolitan Bakersfield Long Range Transit Plan U	$ -					$ -	$ -	$ -	$ -
606.6	Kern County Rural Transportation Consolidation Study/Strategy	None	$ -					$ -	$ -	$ -	$ -
608.1	Active Transportation Planning	None	$ -					$ -	$ -	$ -	$ -
608.2	ATP C5 Safe Routes for Cyclists	Safe Routes for Cyclists						$ -	$ -	$ -	$ -
608.3	Active Transportation Connectivity Planning	None	$ -					$ -	$ -	$ -	$ -
609.1	Transportation Demand Management	Software, App, Host Servers, Website	$ 78,000					$ 78,000	$ 78,000	$ -	$ -
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	$ -					$ -	$ -	$ -	$ -
903.1	Information and Date Management	None	$ -					$ -	$ -	$ -	$ -
904.1	Interregional Transportation Coordination	SJCOG/Air Quality Contract	$ 105,413					$ 105,413	$ 105,413	$ -	$ -
		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	$ 17,950					$ 17,950	$ 17,950	$ -	$ -
1001.3	Transportation Development Act (TDA) Program	Financial & Compliance Audit Program						$ -	$ -	$ -	$ -
		Triennial Performance Audit						$ -	$ -	$ -	$ -
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	$4,329,982	$0	$0	$0	$0	$ 4,329,982	$ 4,309,982	$ 20,000	$ -

Prior Year Comparisons

2020-2021 Actual	2021-2022 Actual	2022-2023 Actual	2023-2024 Estimated	2024-2025 Proposed	2025-26 Proposed
$ 1,080,066	$1,636,197	$3,740,460	$2,609,424	$ 4,609,741	$ 4,329,982

Kern Council of Governments

EXPENDITURE BUDGET WORKSHEET--PERSONNEL
FY 2025-26

(Revision Date: May 9, 2024)

Account Title	Account Number	Planning Division	Administrative Division	2025-25 BUDGET TOTAL	2024-25 Estimated	2023-24 Estimatedl	FY 2022-23 Actual
Salaries and Wages--Regular	6110	$ 1,546,416	$ 742,308	$ 2,288,724	$ 2,082,133	$ 2,146,973	$ 2,129,327
				$ -			
Salaries and Wages--Extra Help	6200	$ 37,414	$ 13,000	$ 50,414	$ 50,414	$ 50,414	$ 42,979
				$ -			
Social Security	6410	$ 117,192	$ 51,498	$ 168,690	$ 155,022	$ 160,311	$ 158,750
				$ -			
Retirement	6430	$ 590,581	$ 227,405	$ 817,986	$ 657,667	$ 548,916	$ 790,320
				$ -			
Health Insurance	6510	$ 177,075	$ 65,162	$ 242,237	$ 313,255	$ 295,186	$ 242,237
				$ -			
Vision Insurance	6510	$ 4,091	$ 1,658	$ 5,749	$ 5,916	$ 6,545	5,749
				$ -			
Disability Insurance	6590	$ 11,444	$ 5,493	$ 16,937	$ 13,508	$ 14,364	$ 15,757
				$ -			
Life Insurance	6540	$ 5,091	$ 2,158	$ 7,249	$ 7,972	$ 7,945	$ 7,249
				$			
Dental Insurance	6510	$ 13,727	$ 6,441	$ 20,168	$ 18,984	$ 21,465	$ 20,167
				$ -			
Unemployment Insurance	6570	$ 16,236	$ 8,132	$ 24,368	$ 22,256	$ 22,880	$ 22,628
				$ -			
Workers Compensation Insuranc	6600	$ 6,580	$ 3,035	$ 9,615	$ 8,170	$ 8,243	$ 9,515
BUDGET TOTAL		$2,525,847	$ 1,126,290	$ 3,652,138	$ 3,335,297	$ 3,283,242	3,444,678

NOTE: Includes 18 full-time regular positions and 2 extra help part-time positions

Kern Council of Governments
SUMMARY SCHEDULE OF SERVICES AND SUPPLIES
FISCAL YEAR 2025-2026

Revision Date: April 29, 2025

Work Element	6841 Communic.	6900 Insurance	6970 Maint/Equip.	7001 Maint/Struct.	7400 Memberships	7450 Office Sup.	7525 Data Proc.	7600 Pubs/Notices	7630 Leases/Eq.	7650 Leases/St	7700 Spec.Dept.	7730 Training	7740 Travel	7750 Mileage	7970 KC Indirect	7990 Depreciation	FY 2025-26 TOTAL
101.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
102.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
201.1	$ -	$ -	$ -	$ -	$ -	$ 5,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 13,500	$ 1,050	$ -	$ -	$ 19,550
203.1B	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
203.2B	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
203.3B	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
203.4B	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
203.5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ 520	$ 335	$ -	$ -	$ 3,855
601.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
601.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
601.3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
601.4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
602.1	$ -	$ -	$ -	$ -	$ -	$ 500	$ -	$ 6,600	$ -	$ -	$ -	$ -	$ 4,200	$ 1,400	$ -	$ -	$ 12,700
602.2	$ -	$ -	$ -	$ -	$ -	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,600	$ 1,200	$ -	$ -	$ 5,300
603.1	$ -	$ -	$ -	$ -	$ -	$ 200	$ -	$ -	$ -	$ -	$ -	$ 6,000	$ 500	$ 500	$ -	$ -	$ 7,200
603.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
603.3	$ -	$ -	$ -	$ -	$ -	$ 1,800	$ -	$ -	$ -	$ -	$ -	$ 6,000	$ 990	$ 720	$ -	$ -	$ 9,510
603.4	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 977	$ -	$ -	$ 977
604.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,000	$ 1,000	$ 1,000	$ -	$ -	$ 6,000
604.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
604.3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
605.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
605.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 200	$ 300	$ -	$ -	$ 500
606.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 1,000	$ -	$ -	$ 13,000
606.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
607.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
608.1	$ -	$ -	$ -	$ -	$ -	$ 156	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 156
608.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
608.3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
609.1	$ -	$ -	$ -	$ -	$ 675	$ -	$ -	$ 81,229	$ -	$ -	$ 5,000	$ 2,327	$ 2,000	$ 300	$ -	$ -	$ 91,531
610.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
610.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
610.3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
801.1	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,995	$ -	$ -	$ -	$ -	$ 6,000	$ 76	$ 67	$ -	$ -	$ 10,138
902.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
903.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
904.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,200	$ 1,000	$ -	$ -	$ 2,200
904.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001.1	$ -	$ -	$ -	$ -	$ 24,000	$ 2,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26,000
1001.2	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1001.3	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000
1001.4	$ -	$ -	$ -	$ -	$ -	$ 3,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,000
1001.5	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2001.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2002.1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Direct Total	$ -	$ -	$ -	$ -	$ 24,675	$ 13,156	$ 3,995	$ 87,829	$ -	$ -	$ 5,000	$ 27,327	$ 40,786	$ 9,849	$ -	$ -	$ 212,617
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	$ -	$ 172,519	$ 1,000	$ 2,000	$ 10,000	$ 2,000	$ 3,000	$ -	$ 328,489
TOTALS	$ 15,120	$ 30,000	$ 9,000	$ 2,000	$ 44,675	$ 25,706	$ 49,295	$ 91,829	$ -	$ 172,519	$ 6,000	$ 29,327	$ 50,786	$ 11,849	$ 3,000	$ 21,000	$ 562,106

Kern Council of Governments

V.
COG

May 15, 2025

TO: Kern Motorist Aid Authority (KMAA)

FROM: Ahron Hakimi
Executive Director

By: Becky Napier
Deputy Director – Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: V.
FINAL KMAA FY 2025-2026 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 2025-2026 Financial Plan proposes operating revenues totaling $859,807, and operating appropriations totaling $667,337.

DISCUSSION: Attached is the **final** KMAA FY 2025-2026 Financial Plan. This final plan serves as the presentation of detailed information regarding FY 2025-2026 budget issues and appropriations leading to the conduct of a public hearing and Council consideration for adoption. Staff recommends $667,337 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 2025-2026 Financial Plan. ROLL CALL VOTE.

Kern Motorist Aid Authority

ANNUAL FINANCIAL PLAN
for
Fiscal Year 2025-2026

CHAIR

Bob Smith, City of Bakersfield

VICE-CHAIR

David Couch, County of Kern

BOARD OF DIRECTORS

Olivia Calderon	City of Arvin
Bob Smith	City of Bakersfield
Marquette Hawkins	City of California City
Salvador Solorio-Ruiz	City of Delano
Cory Morse	City of Maricopa
Saul Ayon	City of McFarland
Skip Gorman	City of Ridgecrest
Pete Espinoza	City of Shafter
Dave Noerr	City of Taft
Philip A. Smith	City of Tehachapi
Gilberto Reyna	City of Wasco
David Couch	County of Kern
Chris Parlier	County of Kern

SUBMITTED BY:
Ahron Hakimi
Executive Director
May 15, 2025

LETTER OF TRANSMITTAL

May 15, 2025

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 2025-2026 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 $859,807 and estimated expenses totaling $667,337. This represents a net operations surplus of $192,470.

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 $775,204 for the 2025-2026 fiscal year; .

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 $84,603 for the 2025-2026 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 $667,377 will be required to finance FY 2025-2026 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:

Agency	Responsibility
Kern Council of Governments	Program management and contract administration
California Dept. of Transportation	Installation guidelines and encroachment permitting
Arcadis	Kern 511 operation and maintenance of website and interactive voice recognition system.

CONCLUSION

The KMAA program will complete thirty four (34) years of service to the motoring public at the end of the 2024-2025 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

COMPARATIVE FINANCIAL PLAN

KERN MOTORIST AID AUTHORITY (KMAA)
COMPARATIVE FINANCIAL PLAN
UPDATED MAY 30, 2024

Description	FY 2022-23 Actual	FY 2023-24 Actual	**FY 2024-25 Proposed**	**FY 2025-26 Proposed**
BEGINNING FUND EQUITY	2,515,796	2,764,937	**3,041,665**	**3,236,187**
Contributed Capital (Assets)	-	-	**-**	**-**
APPROPRIATION FOR CONTINGENCIES:				
Reserved for Asset Replacement	-		**-**	**-**
Reserved for ADA Compliance	-		**-**	**-**
Reserved for General Purposes	-		**-**	**-**
FUND EQUITY AVAILABLE	2,515,796	2,764,937	**3,041,665**	**3,236,187**
REVENUES:				
Vehicle Registration Fees	781,412	908,768	**775,204**	**775,204**
Interest	64,846	110,100	**84,603**	**84,603**
Other	-			
TOTAL REVENUES	**846,258**	**1,018,868**	**859,807**	**859,807**
APPROPRIATIONS FOR EXPENSES:				
Communications--				
A.T. & T./Sprint	95	97	**99**	**99**
Verizon/Frontier	-	-	**-**	**-**
Pacific Bell/SBC	-	-	**-**	**-**
Miscellaneous			**500**	**500**
Communications--Subtotal	95	97	**599**	**599**
Insurance--				
Comprehensive General Liability	5,202	5,216	**6,259**	**7,511**
Public Officals Liability		-	**-**	**-**
Insurance--Subtotal	5,202	5,216	**6,259**	**7,511**
Maintenance/Equipment--				
CASE/Corrective & Preventative	-		**-**	**-**
GTE/Repairs	-		**-**	**-**
CASE/Digital Upgrade	-		**-**	**-**
511 System Maintenance	-		**-**	**-**
Maintenance/Equipment--Subtotal	-	-	**-**	**-**
Miscellaneous--				
511 Marketing/Supplies	45,674	19,012	**50,000**	**50,000**
Memberships--				
IVHS Association	-	-	**-**	**-**
Professional Services--				
California Highway Patrol/Bkfld. Dispatch			**-**	**-**
California Highway Patrol/Barstow Dispatch			**-**	**-**
California Highway Patrol/Enforcement	7,969	-	**20,000**	**20,000**
County of Kern/Canyon Call Boxes			**-**	**-**
Caltrans District 06/Administration				
Caltrans District 09/Administration				
511 Consultant	180,000	181,500	**208,000**	**208,800**
Litter Removal	264,801	257,493	**300,000**	**300,000**
KMAA Strategic Plan Update			**-**	**-**
KMAA Project			**-**	**-**
Professional Services--Subtotal	452,769	438,993	**528,000**	**528,800**
Expense Transfers--				
Program Operations	74,834	41,173	**61,883**	**61,883**
Administration			**-**	**-**
Opinion Research Project			**-**	**-**
Traffic Count Program			**-**	**-**
Expense Transfers--Subtotal	74,834	41,173	**61,883**	**61,883**
Depreciation--				
Equipment	18,543	18,544	**18,544**	**18,544**
Capital Assets--				
Changeable Message Signs	-		**-**	**-**
Loss on Asset Disposal	-		**-**	**-**
TOTAL APPROPRIATIONS	**597,116**	**523,035**	**665,285**	**667,337**
OPERATING SURPLUS (DEFICIT)	**249,142**	**495,833**	**194,522**	**192,470**
Adjustments to Fund Balance for Fixed Assets	**-**	**-**	**-**	**-**
ENDING UNRESERVED FUND EQUITY	**2,764,938**	**3,260,770**	**3,236,187**	**3,428,657**

AGENDA
KERN COUNCIL OF GOVERNMENTS
June 19, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

I. **ROLL CALL:** Ayon, 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 May 15, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Land Use Model Consultant Contract Approval** (Davisson)

Comment: Requests for Proposals for updating Kern COG's Land Use Model was advertised and widely distributed. The consultant reviewing team selected Manhan Group, LLC. A contract was prepared with a total budget not to exceed $40,000. County Counsel has reviewed this contract.

Action: Approve the consultant selection of Manhan Group LLC to develop the 2024-2050 Growth Forecast Update and authorize Chair to sign the contract. ROLL CALL VOTE.

E. **Local Clearinghouse:**

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Geological Survey
Funding Opportunity Number: 15.807
Title: USGS Earthquake Hazards Program External Research Support Announcement for Fiscal Year 2026
Description: Constraining Megathrust Coupling and Earthquake Behavior Near the Shumagin Gap

Federal Funds: $57,547.00
Total Funds: $57,547.00

Applicant: County of Kern
Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei Oviatt

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity Number: 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: $4,446,861.00
Total Funds: $4,476,861.00

Applicant: County of Kern
Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei Oviatt

Federal Agency: US Department of Housing and Urban Development

Funding Opportunity Number: 14.231
Title: Emergency Solutions Grant
Description: Serving the unincorporated communities of the County of Kern and Co-operative Cities of California City, Ridgecrest, Shafter, and Tehachapi

Federal Funds: $398,675.00
Total Funds: $398,675.00

Applicant: County of Kern
Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei Oviatt

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity: 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: $1,722,748.92
Total Funds: $2,072,748.92

Applicant: City of Wasco
Address: 764 E. Street
Wasco, CA 93280-1930
Contact: Maria Lara

Federal Agency: Community Oriented Policing Services
Funding Opportunity: 16.068
Title: COPS Hiring Program
Description: City of Wasco 2025 COPS Hiring Program Grant

Federal Funds: $750,000.00
Total Funds: $936,000.00

***** 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. 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 regularly scheduled meeting is July 17, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of May 15, 2025

,

KERN COG BOARD ROOM — THURSDAY
1401 19TH STREET, THIRD FLOOR — May 15, 2025
BAKERSFIELD, CALIFORNIA — 6:30 P.M.

The meeting was called to order by Chairman Smith at 7:20 p.m.

I. ROLL CALL:
Members Present: Ayon, Calderon, Espinoza, Gorman, Hawkins, Noerr, Reyna, B Smith, P. Smith
Congestion Management Agency Ex-Officio Members: Gunn, Parra, Warney
Members Absent: Carr, Couch, Morse, Parlier, Solorio-Ruiz
Others: Rick Franz, Jay Schlosser
Staff: Hakimi, Napier, Romero-Valdivia, Ball, Enriquez, Valle, Pacheco, Invina-Jayasi, 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 – April 17, 2025

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Agreement With the City of Bakersfield for Safety-Related Hazard and Obstructon Removal on State HIghways (Napier)

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 Chairman to sign the Agreement. ROLL CALL VOTE.

E. Agreement With the County of Kern for Safety-Related Hazard and Obstruction Removal on State Highways (Napier)

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 Chairman to sign the Agreement. ROLL CALL VOTE.

F. **Local Clearinghouse:**

Applicant: City of Delano
Address: 1015 Eleventh Avenue
Delano, CA 93215
Contact: Mr. Pedro Nunez

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity Number: 14.251
Title: Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

Federal Funds: $6,000,000.00
Total Funds: $7,056,525.00

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

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

IV. FINAL KERN COUNCIL OF GOVERNMENTS (COG) FY 2025-2026 FINANCIAL PLAN (Napier)

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Action: Motion by Director Ayon to adopt the Final Kern COG FY 2025-26 Financial Plan, second by Director P. Smith, motion carried with a unanimous roll call vote.

V. FINAL KERN MOTORIST AID AUTHORITY (KMAA) FY 2025-2026 FINANCIAL PLAN (Napier)

OPEN PUBLIC HEARING RECEIVE COMMENTS CLOSE PUBLIC HEARING

Action: Motion by Direction P. Smith to adopt the Final KMAA FY 2025-2026 Financial Plan, second by Director Reyna, 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 comments:

- Report on 5-12-25 Meeting at Edwards Air Force Base to discuss potential activities in California City – Ahron Hakimi, Jay Schlosser, Marquette Hawkins
- Board Folder Items

X. MEMBER STATEMENTS:

- Committee Member Parra discussed activities planned for Bike Month.

XI. CLOSED SESSION: None.

XII. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:30 p.m. - **NEXT MEETING – JUNE 19, 2025.**

Respectfully submitted,

_____
Ahron Hakimi, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

June 19, 2025

TO: Kern Council of Governments Board of Directors

FROM:AHRON HAKIMI,
EXECUTIVE DIRECTOR

By: Rob Ball, Deputy Director/Planning Director
Ben Raymond, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III. D.
LAND USE MODEL CONSULTANT CONTRACT APPROVAL

DESCRIPTION:

Requests for Proposals for updating Kern COG's Land Use Model was advertised and widely distributed. The consultant reviewing team selected Manhan Group, LLC. A contract was prepared with a total budget not to exceed $40,000. County Counsel has reviewed this contract.

DISCUSSION:

Kern COG's regional Land Use Model is essential to many of Kern COG's planning efforts. Implementation of the updated Land Use Model will allow for Kern COG staff to forecast development patterns for planning assumptions in the SCS, including incorporation of the latest entitlements, resources areas and farmland.

Additionally, pursuant to Title 23 CFR § 450.316(a), an RTP is required to include visualization techniques such as GIS-based information, graphs, maps, charts, and other visual aids that are useable and understandable to the public. (See also Gov. Code § 14522.2.)

The Land Use Model 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 for the update to Kern COG's Land Use Model. The consultant reviewing team was made up of staff from City of Bakersfield, along with Kern COG staff. The team selected Manhan Group, LLC from the submitted proposals with project completion by June 30th, 2026. Kern COG staff recommend approval of this contract.

ACTION:
Approve the consultant selection of Manhan Group LLC to develop the 2024-2050 Growth Forecast Update and authorize Chair to sign the contract. ROLL CALL VOTE.

CONTRACT

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND

Manhan Group, LLC

THIS CONTRACT, made and entered into this 19 day of June, 2025, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, Manhan Group, LLC 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 May 22, 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: Karl Davisson
Consultant: Colby Brown

III. Term

Time is of the essence in this contract. The term of this contact is June 19, 2025 through June 30, 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.

Consultant services and reimbursements beyond June 30, 2026 are subject to the inclusion and funding agency approval of this project in Kern COG's 2024-25 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 $40,000, 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 **604.1** as identified on the FY **2024-25** Overall Work Program, or as may be specified in a written notice by Kern COG. Specific budget category details are 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 sub-paragraph 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, California 93301

OR

Colby Brown
CEO / Managing Partner
Manhan Group, LLC
27 Manhan Rd.
Southampton, MA 01073

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 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

_____
XXXXXX, Chair
Kern COG

APPROVED AS TO FORM:

Manhan Group, LLC

_____
Brian Van Wyk, Deputy
Kern County Counsel

_____
Consultant

Exhibit “B”

Schedule

	Consulting Team Hours by Month							
Task	**Jul-25**	**Aug-25**	**Sep-25**	**Oct-25**	**Nov-25**	**Dec-25**	**Total**	**Cost**
1 Project kick-off	12	-	-	-	-	-	12	$ 2,200.00
2 Data acquisition	22	10	-	-	-	-	32	$ 5,600.00
3 Procurement	-	10	-	-	-	-	10	$ 1,900.00
4 Integration	-	-	44	40	40	-	124	$23,400.00
5 Staff Training	-	-	-	-	2	20	22	$ 4,100.00
6 Testing & Application	-	-	-	-	-	16	16	$ 2,800.00
Total	**34**	**20**	**44**	**40**	**42**	**36**	**216**	**$40,000.00**

Figure 1. *Total team hours by month*

Exhibit “C”

		Costs by Staff Member		
Task	**Name**	**Brown**	**Hightower**	**Total**
1	Project kick-off	$ 1,900	$ 300	$ 2,200
2	Data acquisition	$ 3,800	$ 1,800	$ 5,600
3	Procurement	$ 1,900	$ -	$ 1,900
4	Integration	$ 22,800	$ 600	$ 23,400
5	Staff Training	$ 3,800	$ 300	$ 4,100
6	Testing & Application	$ 1,900	$ 900	$ 2,800
	Total	**$ 36,100**	**$ 3,900**	**$ 40,000**

Figure 2. *Labor costs by task and team member*

ATTACHMENT 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 it 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)

5/21/2025

SAMPLE

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

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

I. **ROLL CALL:** Ayon, 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 June 19, 2025.** ROLL CALL VOTE.

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Local Clearinghouse:**

Applicant: City of Bakersfield
Address: 1600 Truxtun Avenue
Bakersfield, CA 93301-5141
Contact: Mr. Juan Heredia

Federal Agency: Community Oriented Policing Services
Assistance Listing Number: 16.070
Funding Opportunity Number: O-COPS-2025-172386
Title: FY 25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects
Description: Mental Health & Wellness Resources

Federal Funds: $140,000.00
Total Funds: $140,000.00

Applicant: Lake Isabella Investment Group, LP
Address: 531 Mill Road
Auburn, CA 95603
Contact: Karen Buckland

Federal Agency: USDA Rural Development
Description: Lake Isabella Senior Apartments (45 elderly units) and Lake Isabella Senior II Apartments (40 elderly units), both existing multifamily communities located in Lake Isabella, CA.

Federal Funds: $3,107,938.00
Total Funds: $16,162,238.00

Applicant: Kern County Sheriff's Office
Address: 1350 Norris Road
Bakersfield, CA 93308-2231
Contact: Timothy Armijo

Federal Agency: Community Oriented Policing Services
Assistance Listing Number: 16.070
Funding Opportunity Number: O-COPS-2025-172386
Title: FY 25 Law Enforcement Mental Health and Wellness Act (LEMHWA) implementation Projects
Description: Kern County Sheriff's Mental Health and Wellness Implementation Project

Federal Funds: $200,000.00

Total Funds: $200,000.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Department of Education
Assistance Listing Number: 84.031
Funding Opportunity: ED-GRANTS-060325-003
Title: Applications for New Awards; Developing Hispanic-Serving Institutions Program
Description: DHSI CSUB Proposal 2025

Federal Funds: $2,993,181.00
Total Funds: $2,993,181.00

Applicant: San Joaquin Community Hospital
Address: 2615 Chester Avenue
Bakersfield, CA 93301-2014
Contact: Christine Lollar

Federal Agency: Office on Violence Against Women
Assistance Listing Number: 16.888
Funding Opportunity: O-OVW-2025-172291
Title: OVW Fiscal Year 2025 Grants to Prevent and Respond to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking Against Children and youth Program
Description: Adventist Health – Safe Youth; Preventing & Responding to Domestic & Dating Violence, Sexual Assault, Sex Trafficking Against Children and Youth

Federal Funds: $500,000.00
Total Funds: $500,000.00

Applicant: West Kern Community College District/Taft College
Address: 29 Cougar Court
Taft, CA 93268-1437
Contact: Jaime Lopez

Federal Agency: Department of Education
Assistance Listing Number: 84.0131S
Funding Opportunity: ED-GRANTS-060325-003
Title: DHSI FY 2025 Competition for New Awards
Description: Taft College Accelerating Degree Engagement, and Learning Achievement through Navigation, Transfer, and Empowerment (ADELANTE) Cougars: Accelerating Completion and increasing Workforce-based Options

Federal Funds: $3,000,000.00
Total Funds: $3,000,000.00

Applicant: Kern CCD obo Cerro Coso Community College
Address: 3000 College Heights Blvd.
Ridgecrest, CA 93555-9571
Contact: Bobby Becka

Federal Agency: Department of Education
Assistance Listing Number: 84.031
Funding Opportunity: ED-GRANTS-060325-003
Title: DHSI FY 2025 Competition for New Awards
Description: BRIDGE to Success Project

Federal Funds: 597,559.00
Total Funds: $597,559.00

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

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY (None)

VI. MEETING REPORTS: (None)

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

A. Timeline

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

IX. CLOSED SESSION: None.

X. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be August 21, 2025 (**May be dark).**

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of June 19, 2025

,

KERN COG BOARD ROOM — THURSDAY
1401 19TH STREET, THIRD FLOOR — June 19, 2025
BAKERSFIELD, CALIFORNIA — 6:30 P.M.

The meeting was called to order by Chairman Smith at 6:53 p.m.

I. ROLL CALL:
Members Present: Ayon, Calderon, Couch, Espinoza, Hawkins, Morse, Reyna, B Smith, P. Smith, Solorio-Ruiz
Congestion Management Agency Ex-Officio Members: Gunn, Williams, Parra
Members Absent: Gorman, Noerr, Parlier, Warney
Others: Franz, Cook, Mark
Staff: Hakimi, Napier, Romero-Valdivia, Ball, Enriquez, Valle, Invina-Jayasi, Heimer, Banuelos, Davisson, Flickinger, Ball, Raymond, Montalvo, Enriquez, Rivera

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 – May 15, 2025

B. Concurrence in Actions of TPPC

C. Response to Public Comments

D. Land Use Model Consultant Contract Approval (Davisson)

Action: Approve the consultant selection of Manhan Group LLC to develop the 2024-2050 Growth Forecast Update and authorize the Chairman to sign the contract. ROLL CALL VOTE.

E. Local Clearinghouse:

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Geological Survey
Funding Opportunity Number: 15.807
Title: USGS Earthquake Hazards Program External Research Support Announcement for Fiscal Year 2026
Description: Constraining Megathrust Coupling and Earthquake Behavior Near the Shumagin Gap

Federal Funds: $57,547.00
Total Funds: $57,547.00

Applicant: County of Kern
Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei Oviatt

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity Number: 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: $4,446,861.00
Total Funds: $4,476,861.00

Applicant: County of Kern
Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei Oviatt

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity Number: 14.231
Title: Emergency Solutions Grant
Description: Serving the unincorporated communities of the County of Kern and Co-operative Cities of California City, Ridgecrest, Shafter, and Tehachapi

Federal Funds: $398,675.00
Total Funds: $398,675.00

Applicant: County of Kern
Address: 2700 M Street, Suite 250
Bakersfield, CA 93301-2323
Contact: Ms. Lorelei Oviatt

Federal Agency: US Department of Housing and Urban Development
Funding Opportunity: 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: $1,722,748.92
Total Funds: $2,072,748.92

Applicant: City of Wasco
Address: 764 E. Street
Wasco, CA 93280-1930
Contact: Maria Lara

Federal Agency: Community Oriented Policing Services
Funding Opportunity: 16.068
Title: COPS Hiring Program
Description: City of Wasco 2025 COPS Hiring Program Grant

Federal Funds: $750,000.00
Total Funds: $936,000.00

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

MOTION BY DIRECTOR COUCH TO APPROVE CONSENT AGENDA ITEMS A THROUGH E AS, 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 comments:

- San Joaquin Valley Policy Council Meeting – Monday, June 23, 2025 at 9:30 a.m. (Ayon/Couch)
- Board Folder Items

VIII. MEMBER STATEMENTS: None.

IX. CLOSED SESSION: None.

X. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:02 p.m. - **NEXT MEETING – JULY 17, 2025.**

Respectfully submitted,

ATTEST: _____
Jay Schlosser, Executive Director

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

August 13, 2025

TO: **TRANSPORTATION PLANNING POLICY COMMITTEE AND KERN COG BOARD MEETING**

FROM: **JAY SCHLOSSER, EXECUTIVE DIRECTOR**

SUBJECT: **MEETING CANCELLATION NOTICE**

The meetings of the Transportation Planning Policy Committee and the Kern COG Board scheduled for **Thursday, August 21, 2025, have been cancelled**.

The next regularly scheduled meetings will be Thursday, September 18, 2025. Agenda materials will be posted approximately one week prior to the meeting.

Thank you.

AGENDA
KERN COUNCIL OF GOVERNMENTS
September 18, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

I. **ROLL CALL:** Ayon, 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.

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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 July 17, 2025** ROLL CALL VOTE.

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**

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 Kern Community College District/Bakersfield College; authorize Chair to sign. ROLL CALL VOTE

E. **AMENDMENTS TO EV READY COMMUNITIES' MEMORANDA OF UNDERSTANDING BETWEEN KERN COG AND THE SITE HOSTS AS FUNDED BY THE CALIFORNIA ENERGY COMMISSION AGREEMENT ARV-20-010-01**

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 Amendments to Memoranda of Understanding between Kern Council of Governments and the following agencies and corporations: cities of Arvin, California City, Delano, McFarland, CCT-Best Western Taft, CCT-Tony's Firehouse Pizza, and Frito- Lay North America, Inc.; authorize Chair to sign. 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: Self-Help Enterprises
Address: 8445 West Elowin Court
Visalia, CA 93291
Contact: Liz Vidrio
Telephone Number: (559) 651-3634
Email Address: lizv@selfhelpenterprises.org

Federal Agency: Rural Housing Service, Department of Agriculture
Assistance Listing Number: 10.433
Funding Opportunity Number: USDA-RD-HCFP-HPG-2025

Title: Housing Preservation Grant (HPG)
Description: Housing Preservation Grant Program for low-income households, providing loans/grants for owner occupied housing rehabilitation.

Federal Funds: $500,000
State Funds: $7,000,000
Program Income: $1,159,451
Total Funds: $8,659,451

Action: Information Only.

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

IV. BOARD MEETING INVOCATION

Comment: Following a request from Board Member Ayon, this item seeks to consider the addition of an invocation to the Kern Council of Governments agenda on a recurring basis.

Action: Should the Board wish to add an invocation to the agenda moving forward, Staff recommends the addition of a "Moment of Silence, Prayer, or Reflection" be added to the agenda following roll call. Under this approach, Staff will not be coordinating a formal invocation. ROLL CALL VOTE.

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY (None)

VII. MEETING REPORTS: (None)

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

A. Timeline

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

X. CLOSED SESSION: None.

XI. ADJOURNMENT: NEXT MEETING – The next scheduled meeting will be October 16, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of July 17, 2025

,

KERN COG BOARD ROOM — THURSDAY
1401 19TH STREET, THIRD FLOOR — July 17, 2025
BAKERSFIELD, CALIFORNIA — 6:30 P.M.

The meeting was called to order by Chairman Smith at 6:53 p.m.

I. **ROLL CALL:**
Members Present: Ayon, Calderon, Gorman, Hawkins, Noerr, Parlier, Reyna, B Smith, P. Smith
Congestion Management Agency Ex-Officio Members: Gunn, Williams, Parra, Warney
Members Absent: Couch, Espinoza, Morse, Solorio-Ruiz
Others: Franz
Staff: Schlosser, Napier, Romero-Valdivia, Ball, Enriquez, Valle, Ball, Raymond, Enriquez

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

None.

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

A. **Approval of Minutes – June 19, 2025**

B. **Concurrence in Actions of TPPC**

C. **Response to Public Comments**

D. **Local Clearinghouse:**

Applicant: City of Bakersfield
Address: 1600 Truxtun Avenue
Bakersfield, CA 93301-5141
Contact: Mr. Juan Heredia

Federal Agency: Community Oriented Policing Services
Assistance Listing Number: 16.070
Funding Opportunity Number: O-COPS-2025-172386
Title: FY 25 Law Enforcement Mental Health and Wellness Act (LEMHWA) Implementation Projects
Description: Mental Health & Wellness Resources

Federal Funds: $140,000.00

Total Funds: $140,000.00

Applicant: Lake Isabella Investment Group, LP
Address: 531 Mill Road
Auburn, CA 95603
Contact: Karen Buckland

Federal Agency: USDA Rural Development
Description: Lake Isabella Senior Apartments (45 elderly units) and Lake Isabella Senior II Apartments (40 elderly units), both existing multifamily communities located in Lake Isabella, CA.

Federal Funds: $3,107,938.00
Total Funds: $16,162,238.00

Applicant: Kern County Sheriff's Office
Address: 1350 Norris Road
Bakersfield, CA 93308-2231
Contact: Timothy Armijo

Federal Agency: Community Oriented Policing Services
Assistance Listing Number: 16.070
Funding Opportunity Number: O-COPS-2025-172386
Title: FY 25 Law Enforcement Mental Health and Wellness Act (LEMHWA) implementation Projects
Description: Kern County Sheriff's Mental Health and Wellness Implementation Project

Federal Funds: $200,000.00
Total Funds: $200,000.00

Applicant: CSUB Auxiliary for Sponsored Programs Administration
Address: 9001 Stockdale Highway
Bakersfield, CA 93311-1022
Contact: Daphne Evans

Federal Agency: Department of Education
Assistance Listing Number: 84.031
Funding Opportunity: ED-GRANTS-060325-003
Title: Applications for New Awards; Developing Hispanic-Serving Institutions Program
Description: DHSI CSUB Proposal 2025

Federal Funds: $2,993,181.00
Total Funds: $2,993,181.00

Applicant: San Joaquin Community Hospital
Address: 2615 Chester Avenue
Bakersfield, CA 93301-2014
Contact: Christine Lollar

Federal Agency: Office on Violence Against Women
Assistance Listing Number: 16.888
Funding Opportunity: O-OVW-2025-172291

Title: OVW Fiscal Year 2025 Grants to Prevent and Respond to Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Sex Trafficking Against Children and youth Program
Description: Adventist Health – Safe Youth; Preventing & Responding to Domestic & Dating Violence, Sexual Assault, Sex Trafficking Against Children and Youth

Federal Funds: $500,000.00
Total Funds: $500,000.00

Applicant: West Kern Community College District/Taft College
Address: 29 Cougar Court
Taft, CA 93268-1437
Contact: Jaime Lopez

Federal Agency: Department of Education
Assistance Listing Number: 84.0131S
Funding Opportunity: ED-GRANTS-060325-003
Title: DHSI FY 2025 Competition for New Awards
Description: Taft College Accelerating Degree Engagement, and Learning Achievement through Navigation, Transfer, and Empowerment (ADELANTE) Cougars: Accelerating Completion and increasing Workforce-based Options

Federal Funds: $3,000,000.00
Total Funds: $3,000,000.00

Applicant: Kern CCD obo Cerro Coso Community College
Address: 3000 College Heights Blvd.
Ridgecrest, CA 93555-9571
Contact: Bobby Becka

Federal Agency: Department of Education
Assistance Listing Number: 84.031
Funding Opportunity: ED-GRANTS-060325-003
Title: DHSI FY 2025 Competition for New Awards
Description: BRIDGE to Success Project

Federal Funds: 597,559.00
Total Funds: $597,559.00

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

MOTION BY DIRECTOR P. SMITH TO APPROVE CONSENT AGENDA ITEMS A THROUGH D EXCEPT ITEM D REGARDING LAKE ISABELLA INVESTMENT GROUP LP, SECOND BY DIRECTOR REYNA, MOTION CARRIED WITH A UNANIMOUS ROLL CALL VOTE.

Board Member Noerr discussed the amount of funding related to this project and the expense to tax-payers. Executive Director Schlosser discussed the State Clearinghouse and the COG's responsibility to agendize these items so the public is aware of the grant projects. Executive Director Schlosser stated that staff was going to research if there is any other information that should be included in these items.

Board Member P. Smith made a motion to include this item in the approval of the

Consent Agenda, second by B. Smith, the motion was approved.

IV. CONGESTION MANAGEMENT AGENCY: (None)

V. KERN MOTORIST AID AUTHORITY: (None)

VI. MEETING REPORTS: (None)

VII. EXECUTIVE DIRECTOR'S REPORT:

Executive Director Schlosser made the following comments:

- Board Folder Items
  - Timeline
  - Mini-grant announcement
  - Projects of Regional Significance
  - Letter from Trinity

Executive Director Schlosser turned the meeting over to County Counsel Van Wyk to discuss a Board Member requested item related to prayer at the beginning of the meeting. After a short discussion, this item will be brought back at a later date.

VIII. MEMBER STATEMENTS: None.

IX. CLOSED SESSION: None.

X. ADJOURNMENT: Seeing no other comments, the meeting adjourned at p.m. - **NEXT MEETING – AUGUST 21, 2025 (May be dark).**

Respectfully submitted,

_____
Jay Schlosser, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

September 18, 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. 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

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 KCCD/BC, agreed to retroactively extend the term of the MOU. The amendment to the MOU does not alter the scope of work. However, the Schedule of Projects (Exhibit B) has been updated to fulfill administrative reporting requirements, complete installations, and deliver the projects. The amendment attached outlines the current termination date for KCCD/ BC and the new extension date for each amendment.

Staff requests approval of the amendment.

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.

AMENDMENT No. 2 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. 2") TO CONTRACT, for reference purposes is made effective as of November 1, 2024, ("Effective Date") by and between the Kern Council of Governments (hereinafter "**KERN COG**") and Kern Community College District, and its Bakersfield College, (hereinafter "KCCD").

RECITALS:

WHEREAS, KERN COG and KCCD entered into a Memorandum of Understanding ("MOU") dated April 15, 2021; and

WHEREAS, the Parties revised the agreement for the first time on June 16, 2022 to update the budget, scope work, and extend the termination date from October 31, 2024 to December 5, 2025

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

AGREEMENT:

1. The Term of the MOU shall be extended through December 5, 2025.

2. KCCD agrees to carry out Exhibit A: Scope of work in accordance with Exhibit B: Schedule of Products and Due Dates and Exhibit C: Budget. KCCD agrees to comply with the CEC Exhibit C Attachment01: eCAMS Streamlining Terms and Conditions ARV-20-010-01.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed, the day and year first-above written.

KERN COUNCIL OF GOVERNMENTS

Jay Schlosser,
Executive Director "Kern COG"

Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

Brian Van Wyk, Deputy
County Counsel

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be executed, the day and year first-above written.

"KERN COMMUNITY COLLEGE DISTRICT"

RECOMMENDED AND APPROVED
AS TO CONTENT:

Rozanne Hernandez (Apr 24, 2025 15:45 PDT)

Rozanne Hernandez
Dean of Instruction, CTE, Bakersfield College

Melissa Thornsberry (Jun 11, 2025 21:13 PDT)

Melissa Thornsberry
Chief Financial Officer

APPROVED AS TO FORM:

[NAME], Legal Counsel

[Remainder of page left blank intentionally]

Kern Council of Governments

III. E.
COG

September 18, 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. E.
AMENDMENTS TO EV READY COMMUNITIES' MEMORANDA OF UNDERSTANDING BETWEEN KERN COG AND THE SITE HOSTS 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. Five (5) Kern COG member agencies along with Frito Lay North America, Inc, (FLNA) and California Clean Transportation, LLC. (CCT) requested and will receive funding through this opportunity: the cities of Arvin, California City, Delano, McFarland, and Wasco.

Kern COG, along with the cities and corporations listed in the table below, agreed to extend the term of the MOU. The amendments to the MOU do not alter the scope of work. However, the Schedule of Projects (Exhibit B) has been updated to fulfill administrative reporting requirements, complete installations, and deliver the projects. The table below outlines the current termination date for each partner and the new extension date for each amendment.

Site Host	Agreement End Date	Amended Agreement End date
City of Arvin	8/31/2025	12/31/2025
City of California City	8/31/2025	10/31/2026
City of Delano	8/31/2025	12/31/2026
City of McFarland	8/31/2025	12/31/2025
CCT- Best Western Taft	8/31/2025	04/30/2026
CCT- Tony's Firehouse Grill	8/31/2025	04/30/2026
Frito- Lay North America, Inc.	11/30/2025	03/31/2026

Staff requests approval of the amendments.

ACTION: Approve the Amendments to Memoranda of Understanding between Kern Council of Governments and the following agencies and corporations: cities of Arvin, California City, Delano, McFarland, CCT-Best Western Taft, CTC-Tony's Firehouse Grill and Frito- Lay North America, Inc.; 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 September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "KERN COG") and CITY OF ARVIN, 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 April 15, 2020; and

WHEREAS, the Parties amended the agreement for the first time on January 19, 2023, to update the budget, scope work, and extend the termination date from March 31, 2024, to September 30, 2024; 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 August 31, 2025; and

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

AGREEMENT:

1. The Term of the MOU shall be extended through December 31, 2025.

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

Jay Schlosser, Executive Director
"Kern COG"

Bob Smith, Chair
"Kern COG

CITY OF ARVIN.

Jeff Jones, City Manager
City of Arvin

APPROVED AS TO FORM

Brian Van Wyk, Deputy
County Counsel

KERN COUNTY CALIFORNIA
Brian Van Wyk

AMENDMENT No. 2 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.2") TO CONTRACT, for reference purposes is made effective as of September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "KERN COG") and CITY OF CALIFORNIA CITY, 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 October 20,2022; and

WHEREAS, the Parties amended the agreement for the first time on September 19, 2024, to extend the termination date from September 30, 2024, to August 31, 2025; and

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

AGREEMENT:

1. The Term of the MOU shall be extended through October 31, 2026.

2. Except as expressly amended herein, all provisions of the MOU shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment Number 2 to the MOU shall be effective as of the Effective Date.

KERN COUNCIL OF GOVERNMENTS CITY OF CALIFORNIA CITY

_____
John (Jay) Schlosser, Executive Director
"Kern COG"

_____
Christian Lopez,
City Manager, City of California City

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

Brian Van Wyk

AMENDMENT No. 2 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. 2") TO CONTRACT, for reference purposes is made effective as of September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "KERN COG") and CITY OF DELANO, 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 April 15, 2020; and

WHEREAS, the Parties amended the agreement for the first time on September 19, 2024 to extend the termination date from December 15, 2024, to August 31, 2025.

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

AGREEMENT:

1. The Term of the MOU shall be extended through December 31,2026.

2. Except as expressly amended herein, all provisions of the MOU shall remain in force and effect.

Signatures follow on next page.

KERN COUNTY CALIFORNIA
Brian Van Wyk

IN WITNESS WHEREOF, this Amendment Number 2 to the MOU shall be effective as of the Effective Date.

"CITY of Delano"

RECOMMENDED AND APPROVED
AS TO CONTENT:

_____
Maribel Reyna, City Manager
City of Delano

_____
Joe L. Alindajao Esq, Mayor
City of Delano

APPROVED AS TO FORM:

_____
Legal Counsel

KERN COUNCIL OF GOVERNMENTS

_____
John (Jay) Schlosser, Executive Director
"Kern COG"

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

KERN COUNTY CALIFORNIA
Brian Van Wyk

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 September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "KERN COG") and CITY OF McFarland, 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 September 15, 2022; and

WHEREAS, the Parties amended the agreement for the first time on January 19, 2023 to update the budget, scope work, and extend the termination date from March 31, 2024, to September 30, 2024, AND

WHEREAS, the Parties amended the agreement for the second time on August 15, 2024, to extend the termination date from September 30, 2024 to August 31, 2025,

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

AGREEMENT:

1. The Term of the MOU shall be extended through December 31, 2025.

2. Except as expressly amended herein, all provisions of the MOU shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment Number 2 to the MOU shall be effective as of the Effective Date.

CITY OF McFarland

Diego Viramontes, City Manager
City of McFarland

Saul Ayon, Mayor
City of McFarland

[Remainder of page left blank intentionally]

KERN COUNCIL OF GOVERNMENTS

Jay Schlosser Executive Director
"Kern COG"

Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

Brian Van Wyk, Deputy
County Counsel

AMENDMENT No. 2 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. 2") TO CONTRACT, for reference purposes is made effective as of September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "**KERN COG**") and California Clean Transportation LLC, (hereinafter "**Grantee**") at the site host location at Best Western PLUS 203 South 6th Street, Taft, CA 93268.

RECITALS:

WHEREAS, KERN COG and the Grantee entered into a Memorandum of Understanding ("MOU") dated April 20, 2023; and

WHEREAS, the Parties amended the agreement for the first time on September 19, 2024, to extend the termination date from November 25, 2024, to August 31,2025; 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 2 to the MOU shall be effective as of the Effective Date.

KERN COUNCIL OF GOVERNMENTS

_____
John (Jay) Schlosser, Executive Director
"Kern COG"

California Clean Transportation, LLC

_____
Stephen Amstutz
"Grantee"

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

KERN COUNTY CALIFORNIA
Brian Van Wyk

AMENDMENT No. 2 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. 2") TO CONTRACT, for reference purposes is made effective as of September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "**KERN COG**") and California Clean Transportation LLC, (hereinafter "**Grantee**") at the site host location Tony's Firehouse Grill & Pizza, 10710 CA-178, Bakersfield CA 93306.

RECITALS:

WHEREAS, KERN COG and the Grantee entered into a Memorandum of Understanding ("MOU") dated April 20, 2023; and

WHEREAS, the Parties amended the agreement for the first time on September 19, 2024, to extend the termination date from November 25, 2024, to August 31,2025; 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 2 to the MOU shall be effective as of the Effective Date.

KERN COUNCIL OF GOVERNMENTS

_____
John (Jay) Schlosser, Executive Director
"Kern COG"

California Clean Transportation, LLC

_____
Stephen Amstutz, CEO
"Grantee"

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

KERN COUNTY CALIFORNIA
Brian Van Wyk

AMENDMENT No. 2 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.2") TO CONTRACT, for reference purposes is made effective as of September 18, 2025, ("Effective Date") by and between the Kern Council of Governments (hereinafter "KERN COG") and Frito-Lay, Inc (hereinafter "Grantee").

RECITALS:

WHEREAS, KERN COG and the Grantee entered into a Memorandum of Understanding ("MOU") dated November 17, 2022; and

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

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

AGREEMENT:

1. The Term of the MOU shall be extended through March 31, 2026.

2. Except as expressly amended herein, all provisions of the MOU shall remain in force and effect.

IN WITNESS WHEREOF, this Amendment Number 2 to the MOU shall be effective as of the Effective Date.

KERN COUNCIL OF GOVERNMENTS

_____
John (Jay) Schlosser,
Executive Director, "Kern COG"

_____
Bob Smith, Chair
"Kern COG"

Frito-Lay Inc.

_____
Steve Hanson , Senior Director
Frito Lay, Inc.

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

Kern Council of Governments

IV.
COG

September 18, 2025

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

SUBJECT: Kern Council of Governments Agenda Item: IV.
BOARD MEETING INVOCATION

DESCRIPTION

Following a request from Board Member Ayon, this item seeks to consider the addition of an invocation to the Kern Council of Governments agenda on a recurring basis.

DISCUSSION

During Board Member comments on June 19, 2025, Mayor Ayon of McFarland requested that the Kern COG Board consider adding an invocation to its standing monthly board meetings. County Counsel Van Wyck agreed to consider the legal implications of this request and report back to the Board.

Mr. Van Wyck provided a verbal report on the subject during the July 17, 2025 Kern COG board meeting. He provided several notes of caution suggesting the Board consider the implication of adding an invocation to the board agenda.

Following a brief discussion, Board Chairman Smith referred the matter back to staff. Staff's sole concern (aside from the cautionary notes from Mr. Van Wyck) relates to the effort required for staff to coordinate having a religious leader present to formally lead an invocation.

ACTION

Should the Board wish to add an invocation to the agenda moving forward, Staff recommends the addition of a "Moment of Silence, Prayer, or Reflection" be added to the agenda following roll call. Under this approach, Staff will not be coordinating a formal invocation. ROLL CALL VOTE.

AGENDA
KERN COUNCIL OF GOVERNMENTS
October 16, 2025
6:30 P.M.

PRIMARY MEETING LOCATION
TELECONFERENCING AVAILABLE

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

SECONDARY MEETING LOCATIONS

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

TPPC/Kern COG Board

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

I. **ROLL CALL:** Ayon, 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 September 18, 2025** ROLL CALL VOTE

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)

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 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)

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. 1 represents a net budgetary increase of $525,852.

Action: Approve the Amendments 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 *****

IV. MEMBER AGENCY OVERDUE TDA AUDITS (Schlosser)

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

Action: 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. ROLL CALL VOTE.

V. CONGESTION MANAGEMENT AGENCY: (None)

VI. KERN MOTORIST AID AUTHORITY (None)

VII. MEETING REPORTS: (None)

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

A. Timeline

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

X. **CLOSED SESSION:** None.

XI. **ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be November 20, 2025.

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of September 18, 2025

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

THURSDAY
September 18, 2025
6:30 P.M.

The meeting was called to order by Chairman Smith at 6:57 p.m.

I. ROLL CALL:
Members Present: Ayon, Calderon, Espinoza, Gorman, Hawkins, B Smith, P. Smith
Congestion Management Agency Ex-Officio Members: Gunn, Williams, Parra, Warney
Members Absent: Couch, Morse, Noerr, Parlier, Reyna, Solorio-Ruiz
Others: None
Staff: Schlosser, Napier, Romero-Valdivia, Ball, Enriquez, Valle, Raymond, Invina-Jayasiri, Banuelos, Pacheco, McNutt

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 – July 17, 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. Amendments to EV Ready Communities' Memoranda of Understanding Between Kern COG and the Stie Hosts as Funded by the California Energy Commission Agreement ARV-20-010-01 (Enriquez)

Action: Approve the Amendments to Memoranda of Understanding between Kern

Council of Governments and the following agencies and corporations: cities of Arvin, California City, Delano, McFarland, CTC Frito-Lay North America, Inc.; authorize Chair to sign. 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: Self-Help Enterprises
Address: 8445 West Elowin Court
Visalia, CA 93291
Contact: Liz Vidrio
Telephone Number: (559) 651-3634
Email Address: lizv@selfhelpenterprises.org

Federal Agency: Rural Housing Service, Department of Agriculture
Assistance Listing Number: 10.433
Funding Opportunity Number: USDA-RD-HCFP-HPG-2025
Title: Housing Preservation Grant (HPG)
Description: Housing Preservation Grant Program for low-income households, providing loans/grants for owner occupied housing rehabilitation.

Federal Funds: $500,000
State Funds: $7,000,000
Program Income: $1,159,451
Total Funds: $8,659,451

Action: Information Only.

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

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

IV. **BOARD MEETING INVOCATION** (Schlosser)

Comment: Following a request from Board Member Ayon, this item seeks to consider the addition of an invocation to the Kern Council of Governments agenda on a recurring basis.

Action: After discussion, Chairman B. Smith made a motion to accept the staff recommendation to have a “Moment of Silence” after the Pledge of Allegiance; second by Director Calderon, 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 Schlosser made the following comments:

- Report on Valley Voice Meeting in Washington DC September 9-11
  - Executive Director Schlosser asked Director Ayon if he had any comments. Director Ayon stated that the Valley Voice trip to Washington DC was a great experience. He recognized Executive Director Schlosser for making his voice count and fighting for funding for Kern and the Valley with the Department of Transportation
  - Executive Director Schlosser stated that he felt the Valley Voice trip was able to make progress on the Air Quality issue the Valley is facing. He stated that there was universal support to fix the problem so that MPOs can pass their Regional Transportation Plans.
  - Executive Director Schlosser stated that he also had meetings with Valadao, Fong, and Obernolte's Chief of Staff.
- Meeting with SCAG – October 3, 11:00 a.m., Salt Creek Grill in Valencia. Executive Director Schlosser requested that 2-3 Board Members attend the meeting. Chairman Smith, Director Hawkins and Director Calderon state they would like to attend.
- Executive Committee Meeting
- Board Folder Items
  - Timeline
  - Completed Project Listing
  - RTP Outreach Flier

IX. MEMBER STATEMENTS: None.

X. CLOSED SESSION: None.

XI. ADJOURNMENT: Seeing no other comments, the meeting adjourned at 7:22 p.m. - **NEXT MEETING – OCTOBER 16, 2025.**

Respectfully submitted,

_____
Jay Schlosser, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: _____

Kern Council of Governments

III. D.
COG

October 16, 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. 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

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 KCCD/BC, 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 KCCD/ BC and the new extension date for each amendment.

Staff requests approval of the amendment.

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.

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 6, 2025 ("Effective Date") by and between the Kern Council of Governments (hereinafter "**KERN COG**") and Kern Community College District, and its Bakersfield College, (hereinafter "KCCD").

RECITALS:

WHEREAS, KERN COG and KCCD entered into a Memorandum of Understanding ("MOU") dated April 15, 2021; and

WHEREAS, the Parties revised the agreement for the first time on June 16, 2022 to update the budget, scope work, and extend the termination date from October 31, 2024 to December 5, 2025

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

AGREEMENT:

1. The Term of the MOU shall be extended through June 30, 2027

2. All other terms of the agreement, as previously amended, shall remain in full force and effect.

[Remainder of page left blank intentionally]

Brian Van Wyk

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No 3 to be executed, the day and year first-above written.

KERN COUNCIL OF GOVERNMENTS

_____
Ahron Hakimi, Executive Director
"Kern COG"

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

[Remainder of page left blank intentionally]

KERN COUNTY CALIFORNIA
Brian Van Wyk

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No 3 to be executed, the day and year first-above written.

"KERN COMMUNITY COLLEGE DISTRICT"

RECOMMENDED AND APPROVED
AS TO CONTENT:

_____
Rozanne Hernandez]
Dean of Instruction, CTE, Bakersfield College

_____
Melissa Thornsberry
Chief Financial Officer

[Remainder of page left blank intentionally]

Brian Van Wyk

Kern Council of Governments

III. E.
COG

October 16, 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. E.
FY 2025-2026 Overall Work Program and Financial Plan Amendment No. 1: Resolution No. 25-23.

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 $525,852.

DISCUSSION

Attached are the worksheets documenting the details of FY 2025-2026 OWP and Financial Plan, Amendment No. 1. Staff recommends the following significant changes:

Financial Plan

The revision includes an increase in federal funds of $2,800,036 to $2,952,150.

The revision includes an increase in state funds of $4,363,131 to $4,665,108.

Overall Work Program

The Final Fiscal Year 2024-2025 Carryover Numbers were included in this Amendment No. 1. Twenty-three (23) Work Elements using Federal Grants, State Grants, Regional Planning, and Local Contracts 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 $152,114. There was an increase in State Grants by $301,977. There was a decrease in Regional Planning by $278,239 and an increase in Local Contracts by $350,000 for a total net increase of $525,852. Detailed changes listed on the supporting pages of this staff report.

ACTION
Approve Amendment No. 1 to the FY 2025-2026 Overall Work Program and Financial Plan and authorize Chairman to sign Resolution 25-23. ROLL CALL VOTE.

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

RESOLUTION 25-23

In the matter of:

AMENDMENT NO. 1 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. 1 will result in increased net total budgetary appropriations of $525,852 as detailed in the attachments, attached hereto and made a part of this Resolution No. 25-23 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 1 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 _____day of _____, 2025.

_____ Date: _____

Jay Schlossr
Executive Director
Kern Council of Governments

Revised October 7, 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		$2,952,150
3955-State Grants	$4,363,131	$301,977		$4,665,108
4220-Regional Planning/Admin.	$1,191,486	$(278,239)		$913,247
4220-Local Contracts	$61,446	$350,000		$411,446
5370-Miscellaneous	$25,000			$25,000
TOTAL REVENUE	$ 8,441,099	$ 525,852		$ 8,966,951
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		$ 323,878

Kern Council of Governments

SCHEDULE OF FY 2024-2025 OVERALL WORK PROGRAM AMENDMENTS
Revised: October 7, 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	$	481,201
Regional Grwoth 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	-	$	57,510
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		8,941,950
CARRYOVER FUNDS		$ 1,283,972		$	301,977
FY 2024-25 ESTIMATED FUNDS		$ 7,132,127		$	8,639,974
TOTAL (CONTROL)		$ 8,416,099			$ 8,941,951

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. Restarted Kern Geographic Information Network (Kern GEONET) coordination meetings (FY 2024-25);
2. Kern COG GIS Program updates (FY 2024-25);
3. Updated local jurisdiction land use data for modeling inputs for 2026 RTP (FY 2024-25;
4. Kern Multi-Agency Aerial Imagery Project 2020 distribution:
5. Enabled use of 1937- partial 1952 Kern aerial photography in GIS.

Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Maintain RHNA mapping tool for municipal & developer use	June	5%
2	Identify, compile and maintain mapping data in a single database. (Responsible Agency: Kern COG).	June	35%
3	Integrate Kern COG Enterprise GIS with public online map tools. (Responsible Agency: Kern COG).	December	20%
4	Update Disadvantaged Communities Mapping. (Responsible Agency: Kern COG)	April	5%
5	Update historical aerial imagery for modern GIS systems. (Responsible Agency: Kern COG/Consultant).	June	15%
6	Coordinate partnership activity for multi-agency imagery collection and distribution. (Responsible Agency: Kern COG).	June	5%
7	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 2026)
2. Kern COG ArcGIS Online integration. (monthly)
3. Maintain layers such as new development for RTP modeling inputs (June 2026)
4. Historical aerial imagery 1952 update (June 2026)
5. Map and analyze data for Kern COG documents (monthly)

Revenue Budget

	FTA								TOTAL	TOLL CREDITS NOT REVENUE			
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	$379,040				$115,500				$494,540	$43,476	$0	$13,248	$0
Consultant					$2,500				$2,500	$0	$0	$287	
Total	$379,040	$0	$0	$0	$118,000	$0	$0	$0	$497,040	$43,476	$0	$13,535	$0

Funding by Task

SOURCE	TASKS 1	2	3	4	5	6	7	TOTAL
FHWA PL	18,952	132,664	75,808	18,952	56,856	18,952	56,856	$ 379,040
FHWA PL C/O	-	-	-	-	-	-	-	$ -
FTA 5303	5,900	41,300	23,600	5,900	17,700	5,900	17,700	$ 118,000
FTA 5303 C/O	-	-	-	-	-	-	-	$ -
Local	-	-	-	-	-	-	-	$ -
TOTAL	$ 24,852	$ 173,964	$ 99,408	$ 24,852	$ 74,556	$ 24,852	$ 74,556	$ 497,040

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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 2025/26 SB 1 formula grant funding.

Previous Work

1. Public Outreach for the Kern Area Regional Goods-movement Operations (KARGO) Climate Change Adaptation Mitigation Study (C-CAMS) for inclusion in the 2026 Regional Transportation Plan (FY 2024-25)
2. Online Surveys (FY 2024-25).
3. 2025 Community Survey (February 2025).
4. 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategies;
5. Public Information Policies and Procedures Update for 2026 Regional Transportation Plan – May 2023.
6. Online Surveys – May 2024, September 2024

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 and local developer feedback into decision making to refine transportation plans, produce public outreach reports and data analysis for the RTP/SCS. (Responsible Agency: Kern COG).	June 30	35%
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	20%
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	10%
4	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%
5	Provide planning support to member agencies in development of grants and applications. (Responsible Agency: Kern COG)	During Fiscal Year	20%

End Products (Schedule)

1. Regional Community Survey (Consultant) (March/April 2026) ($75,000)
2. FY25-26 SCS status and modeling report (twice a year).
3. FY25-26 Final SCS initial model methodology report (on a four-year cycle)
4. FY25-26 Final SCS land-use model forecast report (on a four-year cycle)

Revenue Budget

AGENCY	Formula Funds				TOTAL
	FY 25-26 SB-1F	FY 24-25 SB-1F Carryover	FY 23-24 SB 1F Carryover	Local	
Kern COG	$ 70,725	$ 18,247	$ 7,830	$13,656	$110,458
Consultant	$ 75,000			$ 8,603	$ 83,603
Total	$ 145,725	$ 18,247	$ 7,830	$22,259	$194,061

Funding by Task

SOURCE	TASKS 1	2	3	4	5	TOTAL
SB-1F 25-26	$ 51,004	$ 29,145	$ 14,573	$ 21,859	$ 29,145	$ 145,725
SB-1F 24-25 Carryover	$ 6,386	$ 3,649	$ 1,825	$ 2,737	$ 3,649	$ 18,247
SB 1F 23-24 Carryover	$ 2,741	$ 1,566	$ 783	$ 1,175	$ 1,566	$ 7,830
Local	$ 7,791	$ 4,452	$ 2,226	$ 3,339	$ 4,452	$ 22,259
TOTAL	$ 67,921	$ 38,812	$ 19,406	$ 29,109	$ 38,812	$ 194,061

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2024-2025
Work Element # 203.2A– 2025-2026 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 2025-26 SB 1 formula grant funding.

Previous Work

1. 2014, 2018-2024 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. FY25-26 SCS performance status and modeling report (bi-annual)
2. FY25-26 SCS development and modeling for disadvantaged communities for the SCS environmental justice performance report (on a four-year cycle)
3. FY25-26 SCS roundtable stakeholder meeting(s) report (on a four-year cycle)
4. FY25-26 Draft SCS integrated performance measures analysis (on a four-year cycle)
5. FY25-26 Final SCS integrated performance measures analysis (on a four-year cycle)

Revenue Budget

AGENCY	FHWA				FTA					TOTAL
	PL	PL carryover	FY 25-26 SB-1F	FY 24-25 SB-1F Carryover	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local	
Kern COG			$93,473	$54,037					$19,111	$166,621
Consultant										$0
Total	$0	$0	$93,473	$54,037	$0	$0	$0	$0	$19,111	$166,621

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
SB-1F 25-26	28,042	14,021	14,021	14,021	14,021	9,347	$ 93,473
SB-1F 24-25	16,211	8,106	8,106	8,106	8,106	5,404	$ 54,037
Local	5,733	2,867	2,867	2,867	2,867	1,911	$ 19,111
TOTAL	$ 49,986	$ 24,993	$ 24,993	$ 24,993	$ 24,993	$ 16,662	$ 166,621

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
Work Element # 203.3A – 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 2025-2026 SB 1 formula grant funding.

Previous Work

1. Electric Vehicle Charging Spaces in Kern County by Zip Code Report (November 2024, June 2026).
2. Public electric vehicle events or training workshops (June 2025).
3. Project delivery, grant research, and write grants (FY 2024-25);
4. 2018 and 2022 Regional Transportation;
5. 2013-2023 San Joaquin Valley Electric Vehicle Partnership member;
6. 2013-2023 San Joaquin Valley Natural Gas Partnership member;
7. 2018-2020; 2022-2024 Kern COG TRANSIT*ions* Transit Symposium;
8. 2021 TRANSIT*ions* Webinar Series.
9. 2016-2023 National Drive Electric Week Events and Media Campaigns;
10. 2021-2023 First Responder Training Workshops;
11. 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	June 30	10%

	603.3). (Responsible Agencies: Kern COG, Stakeholder Groups).		
4	Attend the Advanced Clean Transportation Expo (2026), the NorCal Clean Tech Forum or other related conferences either in person or online. Advocate for new investment in Kern County. (see also WE 603.3). (Responsible Agency: Kern COG).	May 31	10%
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 2025, June 2026).
2. Electric Vehicle Charging Spaces in Kern County by Zip Code Report (November 2025, June 2026).
3. Public electric vehicle events or training workshops (June 2026).
4. Conference, meeting, or workshop participation (June 2026).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL
	PL	PL carryover	FY 25-26 SB-1F	FY 24-25 SB-1F Carryover	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local	
Kern COG			$62,445	$8,762					$9,226	$80,433
Consultant										$0
Total	$0	$0	$62,445	$8,762	$0	$0	$0	$0	$9,226	$80,433

Funding by Task

SOURCE	TASKS								TOTAL
	1	2	3	4	5	6	7	8	
SB-1F 25-26	3,122	9,367	6,245	6,245	6,245	18,734	6,245	6,245	$ 62,445
SB-1F 24-25	438	1,314	876	876	876	2,629	876	876	$ 8,762
Local	461	1,384	923	923	923	2,768	923	923	$ 9,226
TOTAL	$ 4,022	$ 12,065	$ 8,043	$ 8,043	$ 8,043	$ 24,130	$ 8,043	$ 8,043	$ 80,433

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
Work Element # 203.4A – 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 2025-26 SB 1 formula grant funding.

Previous Work

1. SCS status and modeling report (FY 2024-25)
2. Draft SCS initial model methodology submittal (FY 2024-25)
3. Draft SCS land-use model forecast report (FY 2024025)
4. 2018 and 2022 Regional Transportation Plan/Sustainable Communities Strategy;
5. 2024-2050 Regional Growth Forecast – April 2024;
6. SCS Status and Modeling Reports – April 2024, November 2024
7. Draft SCS Initial Model Methodology – June 2024

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	25%
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	15%
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. FY25-26 SCS status and modeling report (twice a year) December 2025, June 2026).
2. FY25-26 Final SCS model methodology report (on a four-year cycle) (December 2025)
3. FY25-26 Final SCS land-use model forecast report (on a four-year cycle) (December 2025)

Revenue Budget

AGENCY	Formula Funds			TOTAL
	FY 25-26 SB-1F	FY 24-25 SB-1F Carryover	Local	
Kern COG	$ 82,384	$ 9,422	$ 11,928	$ 103,734
Consultant			$ -	$ -
Total	$ 82,384	$ 9,422	$ 11,928	$ 103,734

Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
SB-1F 25-26	$ 4,119	$ 4,119	$ 16,477	$ 20,596	$ 8,238	$ 16,477	$ 4,119	$ 4,119	$ 4,119	$ 82,384
SB-1F 24-25	$ 471	$ 471	$ 1,884	$ 2,356	$ 942	$ 1,884	$ 471	$ 471	$ 471	$ 9,422
Local	$ 596	$ 596	$ 2,386	$ 2,982	$ 1,193	$ 2,386	$ 596	$ 596	$ 596	$ 11,928
TOTAL	$ 5,187	$ 5,187	$ 20,747	$ 25,934	$ 10,373	$ 20,747	$ 5,187	$ 5,187	$ 5,187	$ 103,734

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. Request for Proposal for the 2026 RTP/SCS Program Environmental Impact Report; (August 2025)
2. Contract Award with Consultant for PEIR; (November 2024)
3. Conformity analysis for RTP and Federal Transportation Improvement Program (2022 RTP and 2025 FTIP)
4. RTP development status reports (January 2025, June 2025)
2. Modeling runs in support of RTP Development; Amendments; Revenue Projections; Capital Improvement Program and mapping; (June 2025)
3. Capital Improvement Program; (June 2025)
4. Conformity analysis including RTP amendments; and (June 2025)
5. 2022 RTP/SCS Program Environmental Impact Report (PEIR);
6. 2018, 2022 RTPs, SCSs, CMPs, supportive studies (freight, transit, complete streets, etc.), and inclusive of programmatic environmental documents;
7. 2018, 2020 Regional Transportation Improvement Programs;
8. 2021, 2023, and 2025 Federal Transportation Improvement Program, amendments, and Conformity Analysis;
9. 2020, 2022, 2024 Federal approval of the Federal Transportation Improvement Program, RTP and related Conformity Analysis and amendments;
10. 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/Consultant).	June 30	20%

2	Preparation of Draft 2026 RTP/SCS Program Environmental Impact Report (PEIR) and response to comments (Responsible Agency: Kern COG/Consultant).	June 30	15%
3	Review and revise conformity analysis, as necessary and re-adopt resolution documenting air quality conformity (Responsible Agency: Kern COG/Consultant).	June 30	10%
4	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%
5	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	10%
6	Identify short- and long-range strategies and actions to meet projected demands; When updating the RTP, include Freight Movement analyses findings, as well as ITS studies (Responsible Agency: Kern COG/Consultant);	June 30	10%
7	Evaluate the federal congestion management process for consistency with the Regional Transportation Plan (Responsible Agency: Kern COG);	December 30.	5%
8	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%
9	Determine a means to address federal surface transportation funding requirements for ground access improvements (Responsible Agency: Kern COG);	June 30	5%
10	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%
11	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 2026, June 2026)
2. DRAFT 2026 RTP (March 2026)
3. Modeling runs in support of RTP Development; Amendments; Revenue Projections; Capital Improvement Program and mapping; (June 2026)
4. 2026 RTP PEIR (June 2026) (Consultant)

Revenue Budget

AGENCY	FHWA				FTA				TOTAL	TOLL CREDITS NOT REVENUE			
	FY 25-26 PL	FY 24-25 PL Carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	$44,107	$16,151			$88,515				$148,773	$5,059	$9,137	$10,153	$0
Consultant	$275,541	$63,513							$339,054	$31,605	$0	$0	
Total	$319,648	$79,664	$0	$0	$88,515	$0	$0	$0	$487,827	$36,664	$9,137	$10,153	$0

Funding by Task

SOURCE	TASKS											TOTAL
	1	2	3	4	5	6	7	8	9	10	11	
FY 25-26 FHWA PL	$ 63,930	$ 15,982	$ 31,965	$ 31,965	$ 31,965	$ 47,947	$ 31,965	$ 15,982	$ 15,982	$ 15,982	$ 15,982	$ 319,648
FY 24-25 FHWA PL	$ 15,933	$ 3,983	$ 7,966	$ 7,966	$ 7,966	$ 11,950	$ 7,966	$ 3,983	$ 3,983	$ 3,983	$ 3,983	$ 79,664
FTA 5303	$ 17,703	$ 4,426	$ 8,852	$ 8,852	$ 8,852	$ 13,277	$ 8,852	$ 4,426	$ 4,426	$ 4,426	$ 4,426	$ 88,515
STIP PPM	$ -											$ -
Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 97,565	$ 24,391	$ 48,783	$ 48,783	$ 48,783	$ 73,174	$ 48,783	$ 24,391	$ 24,391	$ 24,391	$ 24,391	$ 487,827

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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 Outreach for the Kern Area Regional Goods-movement Operations (KARGO) Climate Change Adaptation Mitigation Study (C-CAMS) for inclusion in the 2026 Regional Transportaton Plan (FY 2024-25);
2. Public workshops/Community meetings (FY 2024-25);
3. Website and newspaper advertising (FY 2024-25);
4. Regional community survey 2009 through 2025 (Received and filed April 2025);
5. Continued government-to-government coordination with the Tejon Indian Tribe (FY 2024-25);
6. Updated Public Information Policies and Procedures for 2026 RTP – May 2023.
7. 2010, 2012, 2016, 2018, 2020, 2023 Environmental Justice and Social Equity Roundtable;
8. California Central Valley Tribal Transportation Environmental Justice Collaborative Project (FY 2008-09);
9. Tribal Notification Area Map for San Joaquin Valley (GIS map); and
10. Tejon Indian Tribe designated as a member of the Regional Planning Advisory Group 2023.

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	Updated Public Information Policies and Procedures	September 30	20%

End Products (Schedule)

1. Outreach at Community Events (July 2025 – June 2026).
2. Newspaper advertising (July 2025 – June 2026).
3. Public workshops and community meetings (July 2025 – June 2026).
4. Regional community survey (Consultant) (March/April 2026) ($75,000 – STIP PPM).
5. GIS maps of minority and low-income populations (June 2026).
6. Integrate U.S. Department of Transportation Environmental Justice regulations into the Regional Transportation Plan process (June 2026).
7. Monitor Integrated Performance Measures Analysis from 2022 Regional Transportation Plan (June 2026).
8. Revise environmental justice modeling metro and non-metro TAZs and job centers TAZs (June 2026).

Revenue Budget

AGENCY	FHWA			TOTAL		TOLL CREDITS NOT REVENUE	
	FY 25-26 PL	PL carryover	STIP PPM	Local		PL	PL carryover
Kern COG	$ 7,784			$ -	$ 7,784	$ 893	$ -
Consultant	$ 18,500				$ 18,500	$ 2,122	
Total	$ 26,284	$ -	$ -	$ -	$ 26,284	$ 3,015	$ -

Funding by Task

SOURCE	TASKS 1	2	3	4	5	6	TOTAL
25-26 FHWA PL	$ 6,571	$ 3,943	$ 3,943	$ 3,943	$ 2,628	$ 5,257	$ 26,284
STIP PPM	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local	$ -	$ -	$ -	$ -	$ -		$ -
TOTAL	$ 6,571	$ 3,943	$ 3,943	$ 3,943	$ 2,628	$ 5,257	$ 26,284

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-26
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. Federal Safety Performance Measure (PM1) "Toward Zero" 2024 Target Update (February 2025);
2. Federal Performance Measure (PM3) Targets for Travel Time, Delay and Vehicle Occupancy (November 2024);
3. Federal Safety Performance Measurement (PM1) "Toward Zero" 2024 Target Update (January 2024);
4. Completion of PM 1-3 targets (2023-24);
5. Participated in PM1-3 Webinars and Trainings (2023-24);
6. 2022 Completed Local Road Safety Plans for 9 cities (2024);
7. 2014, 2018 and 2022 Environmental Justice Measures Analysis;
8. 2021, 2023 Project Delivery Policies and Procedures; and
9. Health Equity Performance Measures (2022).

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	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%**
5	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).		
6	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%**
7	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%**
8	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%**
9	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%**
10	Update disadvantaged communities mapping as needed. (Responsible Agency: Kern COG).	June 30	**5%**
11	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%**
12	System level integrated performance measures for Environmental Justice, Title VI, and smart mobility framework. (Responsible Agency: Kern COG).	June 30	**15%**
13	Project Level Performance measures to support the transportation improvement program and grant applications. (Responsible Agency: Kern COG).	June 30	**5%**
14	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 2026)
2. MPO PM 2 Targets (every-other-year) (August 2025)
3. MPO PM Online Report (annually) (November 2026)

Future End Products (Schedule)

1. MPO PM 3 Targets (September 2026)

Revenue Budget

AGENCY	FHWA				FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	FY 25-26 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	$612								$22,000	$22,612	$70	$0	$0	$0
Consultant										$0				
Total	$612	$0	$0	$0	$0	$0	$0	$0	$22,000	$22,612	$70	$0	$0	$0

Funding by Task

SOURCE	TASKS														TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	
FHWA PL	$ 61	$ 92	$ 31	$ 61	$ 31	$ 31	$ 31	$ 31	$ 31	$ 31	$ 31	$ 92	$ 31	$ 31	$ 612
Consultant	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local	$ 2,200	$ 3,300	$ 1,100	$ 2,200	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 3,300	$ 1,100	$ 1,100	$ 22,000
TOTAL	$ 2,261	$ 3,392	$ 1,131	$ 2,261	$ 1,131	$ 1,131	$ 1,131	$ 1,131	$ 1,131	$ 1,131	$ 1,131	$ 3,392	$ 1,131	$ 1,131	$ 22,612

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. 2025 Federal Transportation Improvement Program (December 2024);
2. 2025 Federal Transportation Improvement Program Amendments (June 2025);
3. 2022 Regional Transportation Plan and Amendments;
4. 2023 Regional/Federal Transportation Improvement Program;
5. Amendments to the 2023 Federal Transportation Improvement Program;
6. Develop and submit 2024 Regional Transportation Improvement Program;
7. Develop 2025 Federal Transportation Improvement Program; and
8. 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	June 30	5%

	quality and planning policies. (Responsible Agency: Kern COG).		
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. 2026 RTIP (December 2025)
2. 2025 FTIP Amendments (June 2026)

Future End Products (Schedule)

1. 2027 FTIP (December 2026)

Revenue Budget

AGENCY	FHWA				FTA					TOTAL
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	FY 25-26 STIP PPM	Local	
Kern COG								$343,340		$343,340
Consultant										$0
Total	$0	$0	$0	$0	$0	$0	$0	$343,340	$0	$343,340

Funding by Task

SOURCE	TASKS											TOTAL
	1	2	3	4	5	6	7	8	9	10	11	
FHWA PL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FHWA PL C/O	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
STIP PPM	$ 85,835	$ 51,501	$ 17,167	$ 51,501	$ 17,167	$ 17,167	$ 17,167	$ 34,334	$ 17,167	$ 17,167	$ 17,167	$ 343,340
Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 85,835	$ 51,501	$ 17,167	$ 51,501	$ 17,167	$ 17,167	$ 17,167	$ 34,334	$ 17,167	$ 17,167	$ 17,167	$ 343,340

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. 2025 Federal Transportation Improvement Program (December 2024);
2. 2025 Federal Transportation Improvement Program Amendments (June 2025);
3. Project Status Reports (CMAQ/RSTP/ATP/TDA Article 3) to local agencies (FY 2024-25);
4. Progress Report for Projects of Regional Significance (FY 2024-25);
5. 2022 Regional Transportation Plan and amendments;
6. 2023 Regional/Federal Transportation Improvement Programs and amendments;
7. Short-range transit plans;
8. Accessing California Transportation Improvement Program System database; and
9. 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 2025 and February 2026).
2. Progress Report for Projects of Regional Significance (October 2025, April 2026).
3. Project status workshop (June 2026).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	FY 25-26 STIP PPM	Local	
Kern COG								$291,168		$291,168
Consultant										$0
Total	$0	$0	$0	$0	$0	$0	$0	$291,168	$0	$291,168

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FHWA PL C/O	$ -	$ -	$ -	$ -	$ -	$ -	$ -
STIP PPM	$ 58,234	$ 29,117	$ 87,350	$ 29,117	$ 29,117	$ 58,234	$ 291,168
Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 58,234	$ 29,117	$ 87,350	$ 29,117	$ 29,117	$ 58,234	$ 291,168

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. Regional Planning Advisory Committee Agendas and Minutes (at least quarterly) (FY 2024-25);
2. Model maintenance updated networks, scripts, and inputs of transportation model (FY 2024-25);
3. Develop future year model output (FY 2024-25);
4. Model Maintenance contract (FY 2024-25);
5. Acquired training, computer software and hardware for Regional Transportation Model (FY 2024-25);
6. 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 (FY 2024-25);
7. Transportation investment studies for transit and multiple occupancy vehicle use (2023-24).

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 2023 (model maintenance). Participate in, and monitor the Valley Transport Resiliency Advancement for Neighborhoods' Sustainable Freight Movement Grant (V-(TRANSFRM) lead by Tulare COG. (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). Note: Model maintenance performed by Kern COG with occasional assistance from consultant as needed.	June 30	20%

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 2026).
4. Develop future year model output (June 2026).
5. Model maintenance contract and support (Ongoing) (Consultant).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	25-26 PL	24-25 PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	$248,031	$58,375							$92,795	$399,201	$28,449	$6,696	$0	$0
Consultant	$82,000									$82,000	$9,405			
Total	$330,031	$58,375	$0	$0	$0	$0	$0	$0	$92,795	$481,201	$37,855	$6,696	$0	$0

Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
FHWA PL	$ 16,502	$ 33,003	$ 33,003	$ 66,006	$ 66,006	$ 16,502	$ 16,502	$ 16,502	$ 66,006	$ 330,031
FHWA PL C/O	$ 2,919	$ 5,838	$ 5,838	$ 11,675	$ 11,675	$ 2,919	$ 2,919	$ 2,919	$ 11,675	$ 58,375
Local	$ 4,640	$ 9,280	$ 9,280	$ 18,559	$ 18,559	$ 4,640	$ 4,640	$ 4,640	$ 18,559	$ 92,795
TOTAL	$ 24,060	$ 48,120	$ 48,120	$ 96,240	$ 96,240	$ 24,060	$ 24,060	$ 24,060	$ 96,240	$ 481,201

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. Status and Modeling Report FY24-25 (June 2025).;
2. Updated employment data to 2020 base year (November 2024);
3. Updated household data to 2020 base year (November 2024);
4. Regional Growth Forecast Update 2024-2050 (April 2024);

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	Redistribute socio-economic data based on latest assumptions to transportation analysis zones (TAZs) and map data for visual verification. (Responsible Agency: Kern COG).	June 30	25%
3	Calculate a build-out analysis of all general plans in Kern County by TAZs. (Responsible Agency: Kern COG).	June 30	10%
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	30%
5	Develop updated land use modeling software tool for redistribution of regional growth forecast. (Responsible Agency: Kern COG, Consultant).	June 30	25%

End Products (Schedule)

1. Status and modeling report FY25-26 (June 2026).
2. Updated TAZ data of growth forecast (Fall 2025)

Revenue Budget

AGENCY	FHWA				FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	FY 25-26 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	$96,711								$48,348	$145,059	$11,093		$0	$0
Consultant									$40,000	$40,000	$0	$0		
Total	$96,711	$0	$0	$0	$0	$0	$0	$0	$88,348	$185,059	$11,093	$0	$0	$0

Funding by Task

SOURCE	TASKS						TOTAL
	1	2	3	4	5	6	
FHWA PL	$ 4,836	$ 24,178	$ 9,671	$ 4,836	$ 29,013	$ 24,178	$ 96,711
PL Carryover	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local	$ 4,417	$ 22,087	$ 8,835	$ 4,417	$ 26,504	$ 22,087	$ 88,348
TOTAL	$ 9,253	$ 46,265	$ 18,506	$ 9,253	$ 55,518	$ 46,265	$ 185,059

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. Modeling support for Phase 2 of the Kern Area Regional Goods-Movement Operations Study (KARGO) (FY 2024-25);
2. DRAFT – Technical Analysis and Project Prioritization (Adaptation Mitigation/Co-Benefit Analysis Report) (January 2025)
3. KARGO Community Prosperity/Protection Study – Technical Analyses and Project PrioritizationModeling support for Phase 1 of the Kern Area Regional Goods-Movement Operations Study (KARGO) (January 2025);
4. GET Long-Range Transit Plan (2024);
5. Centennial Corridor Study;
6. Wasco High Speed Rail Impact Study;

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 reginal 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. Continue to monitor and update proposed at-grade and grade-separated rail safety projects. (Responsible Agency: Kern COG).	June 30	10%
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) (FY 2025-26).
2. Modeling to support development of local transportation impact fees. (annually) (June 2026)
3. Transportation modeling (monthly) (FY 2025-26).
4. Modeling to support development of the Sustainable Communities Strategy (monthly) (June 2026).
5. Model support for regional air quality conformity analysis 2025 FTIP (annually) (FY 2025-26).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	FY 25-26 STIP PPM	Local	
Kern COG								$23,626		$23,626
Consultant										$0
Total	$0	$0	$0	$0	$0	$0	$0	$23,626	$0	$23,626

Funding by Task

SOURCE	TASKS							TOTAL
	1	2	3	4	5	6	7	
FHWA PL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
STIP PPM	$ 9,450	$ 2,363	$ 2,363	$ 2,363	$ 2,363	$ 2,363	$ 2,363	$ 23,626
Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 9,450	$ 2,363	$ 2,363	$ 2,363	$ 2,363	$ 2,363	$ 2,363	$ 23,626

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
Work Element # 605.2 – Kern Area Regional Goods-movement Operation (KARGO) Climate-Change Adaptation Mitigation Study (C-CAMS)

Purpose & Goal*

Also known as the Tehachapi Pass C-CAMS, the KARGO C-CAMS provides research and ranks mitigation strategies for transportation-related Kern County climate-vulnerable goods-movement corridors and resiliency routes. *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. See Work Element 605.1.

3-Fiscal Year Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort*
0	Oversight (COG)	June 30, 2026	3%
1	Vulnerability/Resiliency assessment (Consultant)	June 30, 2024	19%
2	Adaptation Mitigation/Co-Benefit Analysis (Consultant)	June 30, 2024	5%
3	Expedite Implementation (Consultant)	May 30, 2025	54%
4	Public Outreach (Consultant)	May 30, 2025	9%
5	Advisory Committee Meetings (Consultant)	May 30, 2025	9%
6	Draft and Final Project Report, including Board Review (Consultant)	June 30, 2025	1%

*% effort subject to change based on contract negotiations with consultant.

End Products (Schedule)

1. Draft Vulnerability/Resiliency Assessment Report – June 30, 2024
2. Draft Adaptation Mitigation/Co-Benefit Analysis Report – June 30, 2024
3. Annual Expedite Implementation Reports – June 30, 2024, May 30, 2025
4. Annual Public Outreach Report – June 30, 2024, May 30, 2025
5. Advisory Committee Meetings Report – Quarterly

Future End Products (Schedule)

1. Draft and Final Project Report – June 30, 2026

Revenue Budget

Suggested Budget (Over the life of the 3-year contract)

Agency	Caltrans SC Grant	PPM (11.47% match)	Totals
Kern COG	0	$100,000 (3 years)	$ 100,000 (3 years)
Consultant	$2,655,900	$244,100 (3 years)	$2,900,000 (3 years)
Total	$2,655,900	$344,100 (3 years)	$3,000,000 (3 years)

Revenue Budget

AGENCY	FHWA				FTA				TOTAL
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	SHA	STIP PPM	Local	
Kern COG							$51,994		$51,994
Consultant						$1,397,486	$108,298		$1,505,784
Total	$0	$0	$0	$0	$0	$1,397,486	$160,292	$0	$1,557,778

Funding by Task

SOURCE	TASKS 0	1	2	3	4	5		TOTAL
FHWA PL	-	-	-	-				$ -
FHWA PL C/O								$ -
STIP	4,809	30,455	8,015	86,558	14,426	14,426	1,603	$ 160,292
SHA	41,925	265,522	69,874	754,642	125,774	125,774	13,975	$ 1,397,486
Local								$ -
TOTAL	$ 46,733	$ 295,978	$ 77,889	$ 841,200	$ 140,200	$ 140,200	$ 15,578	$ 1,557,778

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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 (LCTOP) Program of Projects (2025) – Adopted 4/17/25.
2. Kern Region Estimate SB 125 Transit and Intercity Rail Capital Program (TIRCP) and Zero Emission Transit Capital Program (ZETCP) year 1 (March 2025)
3. Low-Carbon Transit Operations Program of Projects (2024)- Adopted 04/18/2024
4. Kern COG MOU with Golden Empire Transit District (GET) for planning and programming including TAM and Public Transportation Safety performance targets (February 2024)
5. TIRCP/ZETCP Short Term Financial Plan (Dec 2023)
6. 2017 Active Transportation Plan including Transit Infrastructure Recommendations.
7. Kern County Rural Alternative Transportation plan (June 2020);
8. State of Good Repair Program of Projects (2023).- Adopted 08/17/2023

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	June 30	10%

	and conduct quarterly transit operator meetings. (Responsible Agency: Kern COG).		
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	2%
15	Coordinate tasks with Work element 608.1 Active Transportation Planning. (Responsible Agency: Kern COG).	June 30	3%
16	Collaboration with Caltrans District 6 to ensure transit priority of infrastructure improvements are identified to enhance existing and future transit services on the state highway system.	June 30	2%
17	Collaborate with Caltrans to improve access and identify funding opportunities for Transit specifically in relation to the High-Speed Rail Station. Ensure that local roadways and infrastructure are enhanced to provide efficient access and accessibility for all residents and visitors.	June 30	3%

End Products (Schedule)

1. Caltrans State of Good Repair annual Program of Projects (June 2025).
2. Federal Transit Administration (5310 & 5311) annual Program of Projects (June 2025).
3. Caltrans Low Carbon Transit Operators Program (LCTOP) annual Program of Projects (June 2025).
4. Transit Operator Meeting Agendas (December 2024, June 2025).
5. Program staff time for updating Transit Security Plan (June 2025).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	FY 25-26 PL	FY 24-25 PL carryover	RSTP	CMAQ	Sec. 5303	FY 24-26 Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	$53,098	$67,508			$145,977	$65,159				$331,742	$6,090	$7,743	$16,744	$7,474
Consultant										$0				
Total	$53,098	$67,508	$0	$0	$145,977	$65,159	$0	$0	$0	$331,742	$6,090	$7,743	$16,744	$7,474

Funding by Task

SOURCE	TASKS																		TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
FHWA PL	$ 5,310	$ 5,310	$ 5,310	$ 2,655	$ 2,655	$ 5,310	$ 5,310	$ 2,655	$ 2,655	$ 2,655	$ 2,655	$ 2,655	$ 2,655	$ 1,062	$ 1,593	$ 1,062	$ 1,593	$ 53,098
FHWA PL C/O	$ 6,751	$ 6,751	$ 6,751	$ 3,375	$ 3,375	$ 6,751	$ 6,751	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 1,350	$ 2,025	$ 1,350	$ 2,025	$ 67,508
FTA 5303	$ 14,598	$ 14,598	$ 14,598	$ 7,299	$ 7,299	$ 14,598	$ 14,598	$ 7,299	$ 7,299	$ 7,299	$ 7,299	$ 7,299	$ 7,299	$ 2,920	$ 4,379	$ 2,920	$ 4,379	$ 145,977
FTA 5303 C/O	$ 6,516	$ 6,516	$ 6,516	$ 3,258	$ 3,258	$ 6,516	$ 6,516	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 3,258	$ 65,159
Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 33,174	$ 33,174	$ 33,174	$ 16,587	$ 16,587	$ 33,174	$ 33,174	$ 16,587	$ 16,587	$ 16,587	$ 16,587	$ 16,587	$ 16,587	$ 8,590	$ 11,255	$ 8,590	$ 11,255	$ 331,742

Kern Council of Governments

OVERALL WORK PROGRAM – FY 2025-2026

Work Element # 606.2 – Kern Trans-Sierra Transit Climate Adaptation Plan

Purpose & Goal

Kern COG was awarded a Caltrans Climate Adaptation Planning Grant in Fiscal Year 2024-25 to conduct a Kern Trans-Sierra Transit Climate Adaptation Plan. In order to reduce the impacts of climate change (closure of mountain passes and flooded roads), the County of Kern (Kern Transit), the rural transit operators, and the social services transportation providers are partnering to conduct a multi-hazard risk assessment of each partner's transportation systems, generate possible adaptation solutions, create a prioritized list of projects using a multi-criteria analysis, and develop an implementation plan for integrating climate change adaptation into the capital improvement process. The project will provide Kern Transit, the rural transit operators, social services operators, and high-speed rail operating within the Kern region with a short-range transit development plan (TDP), a Coordinated Human Services Transportation Plan, and a prioritized list of actionable efforts and projects to reduce climate change impacts on our transportation systems. CALSTART will provide an analysis of zero-emission vehicle scenarios for Kern Transit and Eastern Sierra Transit Authority's (ESTA) service through mountain passes. Priorities will be co-created with community input working toward the goals to make out transportation systems more reliant to climate change; benefit the health, safety, mobility, and equity of transportation workforces and general population; and fulfill climate mitigation and adaptation objectives of many local, regional, and state plans.

Project Stakeholders

Kern Council of Governments is the project lead applicant, and its co-applicant partners include the County of Kern (Kern Transit), cities of Arvin, California City, McFarland, Ridgecrest, Shafter, Taft, Tehachapi, Wasco, the social services transportation providers throughout the Kern region CalSTART, and Caltrans Districts 6 & 9.

Previous Work

1. Regional Rual Transportation Strategy (2003);
2. Eastern Sierra Public Transportation Study (2005);
3. JARC/NF Program Management Plan (2010);
4. High Occupancy Vehicle/Bus Rapid Transit (HOV/BRT) Study (2012)
5. Commuter Rail Feasibility Study (2012)

6. Metropolitan Bakersfield Transit Center Study (2015)
7. Opportunities for Shared-Use Mobility Services in Rural Disadvantaged Communities in California's San Joaquin Valley: Existing Conditions and Conceptual Program Development (2017)
8. GET Study of Best Practices Regarding Alternatives to Traditional Fixed-Route Transit Services (2018)
9. Kern County electric Vehicle Charging Station Blueprint (2019)
10. Kern County Rural Alternative Transportation Plan (2020)
11. GET Public Transportation Safety Plan (2020)
12. GET Short-Range Transit Plan (2022)
13. Transit Development Plans (TDPs) for:

- Arvin 1991 1996 1999 2009
- Taft/Maricopa 1994 2009
- California City 1991 1997
- Tehachapi 1993 1999
- Delano 1991 1997 2005
- Wasco 1993 1998 2007
- McFarland 1994 2007
- Kern River Valley 1995
- Ridgecrest 1992 1998 2007
- Lamont 1995 2009
- Shafter 1993 1998 2007
- Mojave 1995
- Kern County 2006 (Frazier Park/Bakersfield Corridor)
- East Kern 2005
- West Kern 2007

3- Year Study Design (Tasks & Responsible Agency)

Task #	Task	Completion Date	% of Effort
1	Project Administration- Kick-Off & Invoicing Meeting- Include Caltrans HQ, D6 & 9 (Kern COG)	June 30,2024	2%
2	Consultant Procurement- Develop and Publish RFP, Consultant Contracting (Kern COG)	February 28,2025	2%
3	Existing Conditions- Vulnerability/Resiliency Assessment Draft and Final Report (Consultant)	May 30,2025	5%
4	Analysis-Adaptation Mitigation Analysis Report, Kern Transit ZEB Climate Resiliency Feasibility Study (Consultant)	July 30, 2025	70%
5	Transportation Development Plans-Draft TDPs and CHSTP; Over the road coach use over mountain passes analysis; Mark-up Draft Adaptation Mitigation/Co-Benefits Analysis Report; Draft Pre-Environmental	November 30,2025	6%

	Conceptual Design Drawings/Cost Estimate Report (Consultant)		
6	Public Outreach Stakeholder Outreach Meetings Round 1& 2- Bilingual translation, contact lists- media, tribal and local governments, non-governmental, CBOS, general public	November 30,2026	2%
7	Advisory Committee Meetings- up to 3 meetings (Consultant)	November 30,2026	3%
8	Draft and Final Plan- Daft and Final Document Public Meetings Online (TTAC, RPAC, TPPC) (Consultant) Board Review and Approval.	May 30,2027	10%

End Products (Schedule)

1. Draft Climate Adaptation Plan -May 30, 2027
2. Draft Adaptation Mitigation Plan/ Co-Benefit Analysis- May 30, 2027
3. Kern Transit ZEB Climate Resiliency Feasibility Study- May 30, 2027
4. Transportation Development Plans (9)- May 30, 2027
5. Coordinated Human Services Transportation Plan- May 30, 2027
6. Draft Pre-Environmental Conceptual Design Drawings/Cost Estimate Report- May 30,2027
7. Public Outreach Report- November 30, 2026
8. Advisory Committee Meetings Report- Quarterly
9. Draft and Final Report- May 30, 2027

End Products (Schedule)

1. Kern Trans-Sierra Transit Climate Adaptation Plan. (June 2027)

Revenue Budget

AGENCY	FHWA				FTA						TOTAL
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	SHA	Local	
Kern COG	$0				$0			$10,400			$10,400
Consultant								59,869	$612,630		$672,499
Total	$0	$0	$0	$0	$0	$0	$0	$70,269	$612,630	$0	$682,899

Funding by Task

SOURCE	TASKS 1	2	3	4	5	6	7	8	TOTAL
FHWA PL									$ -
FHWA PL C/O									$ -
STIP PPM	5	91	4,778	35,486	16,251	53	13,562	43	$ 70,269
SHA	43	796	41,659	309,378	141,683	459	118,238	374	$ 612,630
Local									$ -
TOTAL	$ 48	$ 888	$ 46,437	$ 344,864	$ 157,934	$ 512	$ 131,800	$ 417	$ 682,899

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
Work Element #606.3 – TIRCP Administration

Purpose & Goal

Used to report staff hours and associated costs incurred in implementing the programs provided in State Assembly Bill 125 (SB 125), which include the programs of TIRCP and ZETCP. This new WE establishes a basis for cost reimbursement for costs incurred and paid for under KCOG Operating Fund 42905 for implementing, managing, monitoring, and reporting for the SB 125 programs.

Previous Work

New program.

End Products (Schedule)

1. Implement, manage, monitor SB 125 programs and provide required reporting.

Revenue Budget

AGENCY	FHWA				FTA						TOTAL
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	SHA	Local	
Kern COG	$0				$0					$350,000	$350,000
Consultant											$0
Total	$0	$0	$0	$0	$0	$0	$0	$0	$0	$350,000	$350,000

Funding by Task

SOURCE	TASKS 1	TOTAL
FHWA PL		$ -
Local	$350,000	$ 350,000
TOTAL	$ 350,000	$ 350,000

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. Kern Active Transportation Alliance Safety Streets Demonstration Video (FY 2024-25)
2. Annual report for ATP Project Delivery (2024)
3. Low-Stress High-Speed Rail Bike Connectivity Plan (2020);
4. Downtown Bakersfield Pedestrian Access to Transit Plan (December 2020)
5. Bicycle Plan and Complete Streets for District 6 (September 2019)

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, June 2026).
2. Annual report for ATP project delivery (June 2026).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	FY 25-26 PL	FY 24-25 PL Carryover	FY 23-24 PL Carryover	CMAQ	Sec. 5303	Sec. 5303 carryover	CARB	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	$ 10,350	$ 34,242	$ 12,918							$ 57,510	$ 1,187	$ 3,928	$ -	$ -
Consultant										$ -				
Total	$ 10,350	$ 34,242	$ 12,918	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,510	$ 1,187	$ 3,928	$ -	$ -

Funding by Task

SOURCE	TASKS									TOTAL
	1	2	3	4	5	6	7	8	9	
FHWA PL	$ 2,070	$ 2,070	$ 1,035	$ 1,035	$ 1,035	$ 1,035	$ 1,035	$ 518	$ 518	$ 10,350
FHWA PL C/O	$ 6,848	$ 6,848	$ 3,424	$ 3,424	$ 3,424	$ 3,424	$ 3,424	$ 1,712	$ 1,712	$ 34,242
23-24 PL C/O	$ 2,584	$ 2,584	$ 1,292	$ 1,292	$ 1,292	$ 1,292	$ 1,292	$ 646	$ 646	$ 12,918
Local	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 11,502	$ 11,502	$ 5,751	$ 5,751	$ 5,751	$ 5,751	$ 5,751	$ 2,876	$ 2,876	$ 57,510

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
Work Element # 904.1 – INTERREGIONAL TRANSPORTATION COORDINATION

Purpose & Goal*

To coordinate transportation and air quality planning activities among the eight San Joaquin Valley (SJV) transportation planning agencies, including the advisory SJV Policy Council; California Department of Transportation (Caltrans); the San Joaquin Valley Air Pollution Control District (SJVAPCD), 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 (FY 2024-25);
3. Federal Transportation Improvement Program Coordination (FY 2024-25);
4. California State Implementation Plan with SJVAPCD and Kern APCD;
5. SCAG/Kern COG Planning Coordination (FY 2024-25);
6. 2006-2025 San Joaquin Valley Regional Planning Agencies' policy conferences; COG Directors monthly meetings; (FY 2024-25);
7. San Joaquin Valley Overall Work Program (FY 2024-25);
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 (SJV 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/Consultant).	June 30	25%
3	Participate in SJV Regional Policy Council meetings and annual conference. (Responsible Agency: Kern COG/Consultant).	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) (June 2026);
2. San Joaquin Valley transportation/air quality planning process (monthly) (Consultant) (June 2026);
3. San Joaquin Valley transportation planning agencies work plan/Policy Council coordination (monthly) (Consultant) (June 2026);
4. Air quality planning study (bi-monthly) (June 2026)
5. Kern COG/SCAG coordination meetings (as needed).
6. San Joaquin Valley Regional Planning Agencies Policy Conference (Spring 2026).

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									$44,105	$44,105	$0	$0	$0	$0
Consultant	$112,887								$2,395	$115,282	$12,948			
Total	$112,887	$0	$0	$0	$0	$0	$0	$0	$46,500	$159,387	$12,948	$0	$0	$0

Funding by Task

SOURCE	TASKS 1	2	3	4	TOTAL
FHWA PL	$ 28,222	$ 28,222	$ 28,222	$ 28,222	$ 112,887
FHWA PL C/O	$ -	$ -	$ -	$ -	$ -
STIP PPM	$ -	$ -	$ -	$ -	$ -
Local	$ 11,625	$ 11,625	$ 11,625	$ 11,625	$ 46,500
TOTAL	$ 39,847	$ 39,847	$ 39,847	$ 39,847	$ 159,387

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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.	March	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) (June 2026);
2. Non-reimbursable travel (monthly) (June 2026);
3. Refreshments for Meetings (monthly) (June 2026);
4. Kern COG Regional Awards Ceremony (March 2026); and
5. CalCOG and AMPO Dues (annually) (June 2026).

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									$67,585	$67,585	$0	$0	$0	$0
Consultant									$26,000	$26,000				
Total	$0	$0	$0	$0	$0	$0	$0	$0	$93,585	$93,585	$0	$0	$0	$0

Funding by Task

SOURCE	TASKS 1	2	3	4	TOTAL
Local	$ 18,717	$ 46,793	$ 14,038	$ 14,038	$ 93,585
TOTAL	$ 18,717	$ 46,793	$ 14,038	$ 14,038	$ 93,585

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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 trip (FY 2024-25);
2. San Joaquin Valley COGs federal legislative advocacy trip (FY 2024-25);
3. Kern COG's regional state legislative advocacy trip (FY 2024-25);
4. San Joaquin Valley COGs state legislative advocacy trip (FY 2024-25);

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
	PL	PL carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local	
Kern COG									$18,824	$18,824
Consultant									$19,350	$19,350
Total	$0	$0	$0	$0	$0	$0	$0	$0	$38,174	$38,174

Funding by Task

SOURCE	TASKS 1	2	3	TOTAL
Local	**$ 12,216**	**$ 13,361**	**$ 12,597**	**$ 38,174**
TOTAL	**$ 12,216**	**$ 13,361**	**$ 12,597**	**$ 38,174**

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-2026
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. For example, the Tejon Tribe is developing a casino that will require access to the region's highway and transit system. The federal transportation spending bill provides the tools and resources to significantly advance national safety and other priorities across the Department's programs.

*Meets several Federal Planning Factors, Core Planning Functions including the Regional Transportation Plan and Public Participation and Education.

Previous Work

1. Continued government-to-government coordination with the Tejon Indian Tribe (FY 2024-25);
2. Kern COG staff attended the Tejon Tribe's March 23, 2024, Health Services event.
3. Held a public transportation workshop at Tejon Indian Tribe (July 2024);
4. Established as a voting member for the Tejon Indian Tribe on the Regional Planning Advisory Committee (February 2020);
5. Public Involvement Procedures;
6. Kern News releases;
7. Kern COG's Annual Report;
8. Informational brochures;
9. Public meetings and workshops coordination;
10. Kern COG Areawide Directory;
11. Legislative tracking and reporting;
12. Attend community events; and
13. 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, and federal transportation spending bill provisions. Maintain involvement with community groups including: Cultiva La Salud; the Dolores Huerta Foundation; Center for Race, Poverty and the Environment; Chambers of Commerce;	June 30	25%

	Leadership Council for Justice and Accountability; environmental justice organizations and others. (Responsible Agency: Kern COG).		
3	Engage consultants 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	$37,330									$37,330	$4,282	$0	$0	$0
Consultant	$75,000									$75,000	$8,603			
Total	$112,330	$0	$0	$0	$0	$0	$0	$0	$0	$112,330	$12,884	$0	$0	$0

Funding by Task

SOURCE	TASKS 1	2	3	4	TOTAL
FHWA PL	$ 28,083	$ 28,083	$ 28,083	$ 28,083	$ 112,330
FHWA PL C/O	$ -	$ -	$ -	$ -	$ -
Local	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 28,083	$ 28,083	$ 28,083	$ 28,083	$ 112,330

Kern Council of Governments
OVERALL WORK PROGRAM – FY 2025-26
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. Kern COG financial plan and OWP development (FY 2024-25);
2. Prepare amendments to the 2024-25 OWP (FY 2024-25);
3. Public notices, announcements and workshops announcing the OWP (FY 2024-25);
4. OWP monitoring and monthly cost allocation (FY 2024-25); and
5. Consolidated Planning Grant (CPG) invoices (FY 2024-25).

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 t Caltrans, FHWA and FTA. (Responsible Agency: Kern COG).	Monthly	25%
4	Prepare quarterly reporting for CPG program. (Responsible Agency: Kern COG).	Monthly	15%
5	Close out of the FY 2023-24 OWP. (Responsible Agency: Kern COG)	September	10%

End Products (Schedule)

1. Quarterly reporting for 2025-26 fiscal year (quarterly) (June 2026);
2. OWP and related public participation documentation for FY 2025-26 (monthly); and
3. Coordinate 2026-27 OWP preparation (December 2025-May 2026).

Revenue Budget

AGENCY	FHWA				FTA					TOTAL	TOLL CREDITS NOT REVENUE			
	FY 25-26 PL	FY 24-25 PL Carryover	RSTP	CMAQ	Sec. 5303	Sec. 5303 carryover	Sec. 5304	STIP PPM	Local		PL	PL carryover	Sec. 5303	Sec. 5303 carryover
Kern COG	$81,808	$2,659								$84,467	$9,383	$305	$0	$0
Consultant										$0				
Total	$81,808	$2,659	$0	$0	$0	$0	$0	$0	$0	$84,467	$9,383	$305	$0	$0

Funding by Task

SOURCE	TASKS					TOTAL
	1	2	3	4	5	
FHWA PL	$ 20,452	$ 20,452	$ 20,452	$ 12,271	$ 8,181	$ 81,808
FHWA PL/CO	$ 665	$ 665	$ 665	$ 399	$ 266	$ 2,659
Local	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL	$ 21,117	$ 21,117	$ 21,117	$ 12,670	$ 8,447	$ 84,467

FY 2025-2026 Overall Work Program Amendment 1
SUMMARY FINANCIAL TABLE (Revised: October 7, 2025)
10/07/25

Funding Source		Caltrans Calif.Aid to Airports 90/10	FTA SEC.5304 Rural Carryover	FTA SEC.5303 MPO 25-26	FTA SEC.5303 MPO Carryover 24-25	FHWA PL 25-26 89/11	FHWA PL 24-25 Carryover	FHWA PL 23-24 Carryover	FHWA RSTP 25-26	FHWA CMAQ 25-26 89/11	Caltrans ATP	STIP PPM 25-26	SB-1F 25-26	SB-1F 24-25 Carryover	SB-1F 23-24 Carryover	SHA-CAP	HCD	CEC	Toll Credits*	Regional Planning Match	Regional Planning Non-match	Regional Planning	Local Contracts	TOTAL	Personnel Estimate	Contractor Cost Estimate	Services & Supplies Estimate	Capital Equipment	TOTAL BUDGET
Footnotes		(1)	(4)	(5)	(5)	(7)	(7a)	(7b)	(9)	(10)	(11a)	(11b)	(11c)	(11d)	(11e)	(12)	(12a)	(12b)				(13)	(14)						
Air Quality Modeling/Transportation Management	101.1			$ 32,824		$ 38,873													$ 8,224	$ -	$ -	$ -		$ 71,697	$ 71,697	$ -	$ -	$ -	$ 71,697
Environmental Review and Monitoring Program	102.1			$ 8,116		$ 8,116													$ 1,862	$ -	$ -	$ -		$ 16,232	$ 16,232	$ -	$ -	$ -	$ 16,232
Community and Environmental Inventory Mapping System	201.1			$ 118,000		$ 379,040													$ 57,010	$ -		$ -		$ 497,040	$ 453,375	$ 2,500	$ 19,550	$ 21,615	$ 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	$ 117,262	$ 75,000	$ 1,798	$ -	$ 194,060
2025-2026 Sustainable Communities Performance Measures	203.2A												$ 93,473	$ 54,037					$ -	$ 19,111	$ -	$ 19,111		$ 166,621	$ 166,621		$ -	$ -	$ 166,621
2025-2026 Sustainable Communities Mobility Innovations and Incer	203.3A												$ 62,445	$ 8,762					$ -	$ 9,226	$ -	$ 9,226		$ 80,433	$ 80,433	$ -		$ -	$ 80,433
2025-2026 Sustainable Communities Forecast & Travel Model	203.4A												$ 82,384	$ 9,422					$ -	$ 11,894	$ 34	$ 11,928		$ 103,734	$ 103,734		$ -	$ -	$ 103,734
Regional Housing Need Allocation Plan	203.5																		$ -	$ -	$ 22,065	$ 22,065		$ 22,065	$ 18,210	$ -	$ 3,855	$ -	$ 22,065
Regional Transportation Plan/Congestion Management Process	601.1			$ 88,515		$ 319,648	79,664												$ 55,954	$ -		$ -		$ 487,827	$ 147,947	$ 339,054	$ 826	$ -	$ 487,827
RTP/CIP Financial Element	601.2					$ 48,230													$ 5,532	$ -	$ -	$ -		$ 48,230	$ 48,230	$ -	$ -	$ -	$ 48,230
Regional Transportation Community Survey & Outreach	601.3					$ 26,284													$ 3,015	$ -		$ -		$ 26,284	$ 1,784	$ 18,500	$ 6,000	$ -	$ 26,284
Federal Performance Measures Data and Analysis	601.4					$ 612													$ 70	$ -	$ 22,000	$ 22,000		$ 22,612	$ 612	$ -	$ 22,000	$ -	$ 22,612
Transportation Improvement Program	602.1											$ 343,340							$ 39,381	$ -		$ -		$ 343,340	$ 330,640	$ -	$ 12,700	$ -	$ 343,340
Project Planning & Development Assistance for Federal-Aid Projec	602.2											$ 291,168							$ 33,397	$ -		$ -		$ 291,168	$ 285,868	$ -	$ 5,300	$ -	$ 291,168
Transportation Systems Monitoring and Coordination	603.1					$ 41,593													$ 4,771	$ -	$ 12,896	$ 12,896		$ 54,489	$ 47,289	$ -	$ 7,200	$ -	$ 54,489
Traffic Count Program	603.2								$ 79,677										$ -	$ 10,323	$ 14,991	$ 25,314		$ 104,991	$ 8,746	$ 96,245	$ -	$ -	$ 104,991
Mobility Innovations and Incentives	603.3					$ 53,818													$ 6,173	$ -	$ 1,864	$ 1,864		$ 55,682	$ 21,172	$ 25,000	$ 9,510	$ -	$ 55,682
Kern Electric Vehicle (EV) Blueprint	603.4																	$1,283,972	$ -	$ -	$ -	$ -		$ 1,283,972	$ 65,996	$ 1,217,000	$ 977	$ -	$ 1,283,972
MD&HD Zero-Emission Vehicle Infrastructure	603.5																		$ -	$ -	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Regional Travel Demand Model Maintenance	604.1					$ 330,031	$ 58,375												$ 44,550	$ -	$ 92,795	$ 92,795		$ 481,201	$ 393,201	$ 82,000	$ 6,000	$ -	$ 481,201
Regional Growth Forecast Model Data & Analysis	604.2					$ 96,711													$ 11,093	$ -	$ 88,348	$ 88,348		$ 185,059	$ 145,059	$ 40,000	$ -	$ -	$ 185,059
Regional Travel Demand Model Analysis	604.3											$ 23,626							$ 2,710	$ -		$ -		$ 23,626	$ 23,626	$ -	$ -	$ -	$ 23,626
Corridor/Major Investment/Impact Studies	605.1					$ 10,208													$ 1,171	$ -	$ 493	$ 493		$ 10,701	$ 10,701	$ -	$ -	$ -	$ 10,701
KARGO C-CAMS (2023/24)	605.2											$ 160,292				$ 1,397,486			$ 18,385	$ -		$ -		$ 1,557,778	$ 51,494	$ 1,505,784	$ 500		$ 1,557,778
Transit, Aviation and Passenger Rail Planning	606.1			$ 145,977	$ 65,159	$ 53,098	$ 67,508												$ 38,051	$ -		$ -		$ 331,742	$ 318,742	$ -	$ 13,000	$ -	$ 331,742
Kern Trans-Sierra Transit Climate Adaptation Plan (FY 25-26) **	606.2											$ 70,269				$ 612,630			$ 8,060	$ -		$ -		$ 682,899	$ 9,900	$ 672,499	$ 500		$ 682,899
TIRCP Administration	606.3																		$ -	$ -		$ -	$ 350,000	$ 350,000	$ 350,000				$ 350,000
Active Transportation and Complete Streets Program	608.1					$ 10,350	$ 34,241	$ 12,918											$ 5,115	$ -		$ -		$ 57,510	$ 57,354	$ -	$ 156	$ -	$ 57,510
	608.2																		$ -	$ -	$ -	$ -		$ -				$ -	$ -
	608.3																		$ -	$ -		$ -		$ -		$ -	$ -	$ -	$ -
Transportation Demand Management	609.1									$ 314,780									$ -	$ 40,783	$ -	$ 40,783		$ 355,563	$ 186,032	$ 78,000	$ 91,531	$ -	$ 355,563
Freight Planning	610.1					$ 60,189													$ 6,904	$ -	$ 3,252	$ 3,252		$ 63,441	$ 63,441	$ -		$ -	$ 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	$ 142,273	$ -	$ 10,138	$ -	$ 152,411
Regional Technical Assistance	902.1					$ 8,139													$ 934	$ -	$ 367	$ 367		$ 8,506	$ 8,506		$ -	$ -	$ 8,506
Information and Data Management	903.1					$ 116,771													$ 13,394	$ -	$ 8,041	$ 8,041		$ 124,812	$ 124,812	$ -		$ -	$ 124,812
Interregional Transportation Coordination	904.1					$ 112,887													$ 12,948	$ -	$ 46,500	$ 46,500		$ 159,387	$ 41,905	$ 115,282	$ 2,200	$ -	$ 159,387
Local Clearinghouse Review Program	904.2																		$ -	$ -	$ 5,181	$ 5,181		$ 5,181	$ 5,181	$ -	$ -	$ -	$ 5,181
Local Reimbursement	1001.1																		$ -	$ -	$ 93,585	$ 93,585		$ 93,585	$ 38,585	$ 26,000	$ 29,000	$ -	$ 93,585
Legislative Program	1001.2																		$ -	$ -	$ 38,174	$ 38,174		$ 38,174	$ 18,824	$ 19,350	$ -	$ -	$ 38,174
Transportation Development Act (TDA) Program	1001.3																		$ -	$ -	$ 131,654	$ 131,654		$ 131,654	$ 130,654		$ 1,000	$ -	$ 131,654
Information Services and Tribal Consultation	1001.4					$ 47,330													$ 5,429	$ -	$ 65,000	$ 65,000		$ 112,330	$ 34,330	$ 75,000	$ 3,000	$ -	$ 112,330
Overall Work Program (OWP) Development and Monitoring	1001.5					$ 81,808	$ 2,659												$ 9,688	$ -		$ -		$ 84,467	$ 84,467	$ -	$ -	$ -	$ 84,467
KMAA System Administration and Operations	2001.1																		$ -	$ -	$ -	$ -	$ 36,506	$ 36,506	$ 36,506	$ -	$ -	$ -	$ 36,506
511 System Administration and Operations	2002.1																		$ -	$ -	$ -	$ -	$ 24,940	$ 24,940	$ 24,940	$ -	$ -	$ -	$ 24,940
SUBTOTAL		$0	$ -	$ 393,432	$ 65,159	$ 1,843,737	$ 242,447	$ 12,918	$ 79,677	$ 314,780	$ -	$ 888,695	$ 384,027	$ 90,468	$ 7,830	$ 2,010,116	$ -	$1,283,972	$ 393,819	$113,596	$ 799,651	$ 913,247	$ 411,446	$ 8,941,951	$ 4,286,379	$ 4,387,214	$ 246,741	$ 21,615	$ 8,941,949
ESTIMATED CARRYOVER FUNDS		$0		$ -		$ -			$ -	$ -		$ 297,695	$ -	$ 90,468	$ 7,830	$ (94,016)								$301,977					
FY 2025-26 ESTIMATED FUNDS		$0	$ -	$ 393,432	$ 65,159	$ 1,843,737	$ 242,447	$ 12,918	$ 79,677	$ 314,780		$ 591,000	$ 384,027			$ 2,104,132		$1,283,972	$ -	$113,596	$ 799,651	$ 913,247	$ 411,446	$ 8,639,974					
SUBTOTAL		$0	$ -	$ 393,432	$ 65,159	$ 1,843,737	$ 242,447	$ 12,918	$ 79,677	$ 314,780	$ -	$ 888,695	$ 384,027	$ 90,468	$ 7,830	$ 2,010,116	$ -	$1,283,972	$ -	$113,596		$ 913,247	$ 411,446	$8,941,951					
Totals of 2025-26 Adopted OWP (April 2025)		$ -	$ -	$ 393,432	$ -	$ 1,843,737	$ 168,410	$ -	$ 79,677	$ 314,780	$ -	$ 591,000	$ 384,027	$ -	$ -	$ 2,104,132	$ -	$1,283,972		$100,861	$1,090,625	$ 1,191,486	$ 61,446	$ 8,416,099					
																$ 94,016							$ 525,852					

*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 remaing funds are programmed. In 2026-27 the remaining funds will be programmed.

Kern Council of Governments

IV.
COG

October 16, 2025

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.
Member Agency Overdue TDA Audits

DESCRIPTION

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

DISCUSSION

The Mills-Alquist-Deddeh Act (SB 325) was enacted by the California Legislature to improve existing public transportation services and encourage regional transportation coordination. Known as the Transportation Development Act (TDA) of 1971, this law provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans.

TDA established two funding sources, the Local Transportation Fund (LTF), and the State Transit Assistance (STA) fund. Providing certain conditions are met, counties with a population under 500,000 (according to the 1970 federal census) may also use the LTF for local streets and roads, construction and maintenance. The STA funding can only be used for transportation planning and mass transportation purposes.

- **LTF**- Local Transportation Fund (LTF), is derived from a ¼ cent of the general sales tax collected statewide. The State Board of Equalization, based on sales tax collected in each county, returns the general sales tax revenues to each county's LTF. Each county then apportions the LTF funds within the county based on population.

- **STA**- The STA funds are appropriated by the legislature to the State Controller's Office (SCO). The SCO then allocates the tax revenue, by formula, to planning agencies and other selected agencies. Statue requires that 50% of STA funds be allocated according to population and 50% be allocated according to transit operator revenues from the prior fiscal year.

Kern COG is designated as the agency responsible to manage the LTF and the STA funding and to ensure that the required audits are completed. The TDA funds are allocated annually to the member agencies. That process includes allocation of funds to Kern COG to administer the program. One percent

is allocated for Administration, and three percent is allocated for Kern COG Planning. A portion of these funds are used to perform the annual audits required by the program.

As part of Kern COG's annual audit engagement, Kern COG pays Brown Armstrong to annually audit member agencies' TDA funds. In the recent Triennial Performance Audit (FY 2022-2024), Kern COG received the following findings related to member agency audits of TDA funds:

1. Several operators failed to complete fiscal audits by the March 31 deadline during each year of the audit period.
2. The prior TDA Triennial Performance Audit was not submitted by the established deadline of June 30, 2022.

Discussions with Brown Armstrong revealed that of twelve (12) agencies there are only four (4) agencies current with their annual TDA audits. There is one agency that is six (6) years behind. Most other agencies are one (1) to two (2) years behind. Most agencies that are behind have not completed their annual financial audit as required by the State of California. The annual financial audit is required to complete the TDA Audit. The lack of a current TDA audit means that the member agency cannot request TDA funds to operate its transit system.

Brown Armstrong informed us that the extensive delays resulting from the non-performance of the member agencies has impacted their adopted scope and fee to perform the audit services contracted through Kern COG. Brown Armstrong estimates it will take approximately 450 hours to complete overdue audits. The estimated cost to complete the outstanding audits is $67,500, if the member agencies involved respond with the required documents. The amount for each agency is typically small (<$10,000) but the aggregate is a substantial cost to Kern COG

Kern COG budgets for and expects minor variations in auditor costs from cycle to cycle, but Kern COG cannot absorb expenses from delinquent audits. Staff is proposing a policy of passing on expenses to the agency or agencies causing the delay. If member agency action (or inaction) result in cost overruns, Kern COG will document and withhold the associated funds from the forthcoming TDA allocation. The goal of the policy is simple; provide a modest disincentive for failing to meet this obligation to have TDA audits performed annually. I hope that in creating this policy, most of the agencies will come into line and we will rarely have to use this enforcement tool. This will also benefit the member agency in using TDA funding to operate their transit system.

ACTION

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 KernCOG and shall be a maximum of $10,000 per year of delinquency. ROLL CALL VOTE.

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

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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,

_____
Jay Schlosser, Executive Director

ATTEST:

_____

Bob Smith, Chairman

DATE: _____

Kern Council of Governments

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.

_____ Date: 11-20-25
Brian Van Wyk, County Counsel
Kern Council of Governments

Kern Council of Governments

III. E.
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. 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.

_____ Date: _____
Jay Schlossr
Executive Director
Kern Council of Governments

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 Grwoth 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

FY 2025-2026 Overall Work Program Amendment 2
SUMMARY FINANCIAL TABLE (Revised: October 23, 2025)

Funding Source		Caltrans Calif.Aid to Airports 90/10	FTA SEC.5304 Rural Carryover	FTA SEC.5303 MPO 25-26	FTA SEC.5303 MPO Carryover 24-25	FHWA PL 25-26 89/11	FHWA PL 24-25 Carryover	FHWA PL 23-24 Carryover	FHWA RSTP 25-26	FHWA CMAQ 25-26 89/11	FHWA SPR	Caltrans ATP	STIP PPM 25-26	SB-1F 25-26	SB-1F 24-25 Carryover	SB-1F 23-24 Carryover	SHA-CAP	HCD	HSIP	CARB	CEC	Toll Credits*	Regional Planning Match	Regional Planning Non-match	Regional Planning	Local Contracts	TOTAL
Footnotes		(1)	(4)	(5)	(5)	(7)	(7a)	(7b)	(9)	(10)	(10a)	(11a)	(11b)	(11c)	(11d)	(11e)	(12)	(12a)	(12b)	(12c)	(12b)				(13)	(14)	
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 remaing funds are programmed. In 2026-27 the remaining funds will be programmed.

Kern Council of Governments

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

_____
John (Jay) Schlosser, Executive Director
"Kern COG"

_____
Bob Smith, Chair
"Kern COG"

CITY OF WASCO

_____
Scott Hurlbert, City Manager
City of Wasco

APPROVED AS TO FORM

_____
Brian Van Wyk, Deputy
County Counsel

Kern Council of Governments

III. G.
COG

November 20, 2025

TO: Kern Council of Governments

FROM: Jay Schlosser
Executive Director

BY: Ben Raymond
Regional Planner

SUBJECT: Kern Coundil 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 sub-paragraph 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.

The remainder of this page intentionally left blank.

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

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM:

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, 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 Reviw 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 Emal 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

Project Task	18-min.	20-min.	22-min.	25-min.
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,



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

Kern Council of Governments

December 10, 2025

TO: **TRANSPORTATION PLANNING POLICY COMMITTEE AND KERN COG BOARD MEETING**

FROM: **JAY SCHLOSSER, EXECUTIVE DIRECTOR**

SUBJECT: **MEETING CANCELLATION NOTICE**

The meetings of the Transportation Planning Policy Committee and the Kern COG Board scheduled for **Thursday, December 18, 2025, have been cancelled**.

The next regularly scheduled meetings will be Thursday, January 15, 2026. Agenda materials will be posted approximately one week prior to the meeting.

Thank you.