**AGENDA**
**KERN COUNCIL OF GOVERNMENTS**
**BOARD MEETING**
**THURSDAY, NOVEMBER 19, 2026**
**6:30 P.M.**

**PRIMARY MEETING LOCATION**

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

**SECONDARY MEETING LOCATION**
**TELECONFERENCING AVAILABLE**

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

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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:**

Congestion Management Agency Ex-Officio Members:

**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 17, 2026. ROLL CALL VOTE.

**B. CONCURRENCE IN ACTIONS OF TPPC**

**C. FUND TRANSFER AGREEMENT NO. PPM27-6087(089)** (Pacheco)

**Comment:** The California Department of Transportation (Caltrans) has approved $500,000 in its fiscal year 2026-27 budget and is part of the state approved 2026 State Transportation Improvement Program to fund Kern COG's Planning, Programming and Monitoring (PPM) activity.

**Action:** Approve Fund Transfer Agreement No. PPM27-6087(089) and authorize Chair to sign Agreement and Resolution No. 26-36. ROLL CALL VOTE.

**D. FY 2026-2027 OVERALL WORK PROGRAM (OWP) AMENDMENT NO. 1** (Sanchez)

**Comment:** Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP). Amendment No. 1 accepts fiscal year 2025-2026 Carryover funds, and the approval of three (3) new Work Elements.

**Action:** Approve Amendment No. 1 to the FY 2026-2027 Overall Work Program and authorize Chairman to sign Resolution 26-39. ROLL CALL VOTE.

**E. KERN COUNCIL OF GOVERNMENTS FISCAL YEAR 2026-2027 FINANCIAL PLAN, AMENDMENT NO. 1** (Sanchez)

**Comment:** Pursuant to policy, Kern Council of Governments (Kern COG) prepares amendments to the annual financial plan (budget) detailing estimated revenues and expenditures for the current fiscal year. Staff has prepared Amendment No. 1 of the Kern COG FY 2026-2027 Financial Plan, in alignment with the OWP Amendment No. 1, for review and approval by the Council.

**Action:** Adopt the Kern COG Fiscal Year 2026-2027 Financial Plan, Amendment No. 1 and authorize Chairman to sign Resolution No. 26-40. ROLL CALL VOTE.

**F. COMMUNITY SURVEY CONTRACT APROVAL** (Saberon Ybarra)

**Comment:** The 2027 Community Survey Contract continues Kern COG's more than 20-year partnership with Bryan Godbe and Godbe Research to conduct statistically valid community surveys that provide valuable insight into regional needs, priorities, and public opinion. The proposed contract for Fiscal Year 2026-27 is in an amount not to exceed $78,000. This item has been reviewed by County Counsel.

**Action:** Approve the contract for the Community Survey between Kern COG and Godbe Research in an amount not to exceed $78,000 and authorize the Chairman to sign. ROLL CALL VOTE.

## G. 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 or collaborate 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.**

**1.** **Applicant:** City of Bakersfield
**Address:** 1600 Truxtun Avenue
Bakersfield, CA 93301-5141
**Contact:** Jamie Achterberg
**Telephone:** (661) 326-3442
**Email:** jachterberg@bakersfield.gov

**Federal Agency:** Bureau of Justice Assistance
**Funding Opportunity:** O-BJA-2026-172705
**Title**: BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
**Description:** Bakersfield Police Department Drone as First Responder (DFR) Program

**Federal Funds:** $195,373.00
**State Funds:** $0.00
**Applicant:** $0.00
**Other:** $0.00
**Program Income:** $0.00
**Total Funds:** $195,373.00

**2.** **Applicant:** Lost Hills Union Elementary School District
**Address:** 20951 Pavilion Way
Lost Hills, CA 93249-0158
**Contact:** Leticia Limon
**Telephone:** (661) 797-3025 Ext. 126
**Email:** lelimon@losthills.k12.ca.us

**Federal Agency:** Bureau of Justice Assistance
**Funding Opportunity:** O-BJA-2026-172709
**Title**: BJA FY 2026 Students, Teachers, and Officers Preventing (STOP) School Violence Program
**Description:** West Kern Consortium for School Safety and Violence Prevention

**Federal Funds:** $ 1,000,000.00
**State Funds:** $0.00
**Applicant:** $0.00
**Other:** $0.00
**Program Income:** $0.00
**Total Funds:** $ 1,000,000.00

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

**IV. AUTHORIZATION TO CONTRACT HR CONSULTANT TO UPDATE PERSONNEL MANUAL, JOB DESCRIPTIONS, AND CONDUCT SALARY, WAGE, AND ORGANIZATION STUDY** (Sanchez)

**Comment:** Following the Request for Proposal (RFP) process, an agreement between Kern COG and J. Webb Consulting is being negotiated to review Kern COG's Personnel Manual, salary schedule, job descriptions, and organizational structure.

**Action:** Authorize the Executive Director to finalize terms and sign the agreement with J. Webb Consulting, subject to review and approval from County Counsel. ROLL CALL VOTE.

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

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

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

A. Regional Award Selection Committee
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. ADJOURNMENT: NEXT MEETING** – The next scheduled meeting will be December 17, 2026. (May be dark).

KERN COUNCIL OF GOVERNMENTS

Minutes of the Meeting of September 17, 2026

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

THURSDAY
SEPTEMBER 17, 2026
6:30 P.M.

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

**I. ROLL CALL:**

**Members Present:** B. Smith, P. Smith, C. Parlier, M. Hawkins, S. Gorman, S. Ayon, G. Reyna, M. Nunez

**Congestion Management Agency Ex-Officio Members:** M. Warney, C. Parra, A. Williams, P. Vallejo

**Members Absent**: O. Calderon, C. Morse, D. Noerr, P. Espinoza, D. Couch

**Others:** Benjamin Downard (D9), Tim Prado, Javier Almaguer (D6), Gustavo Aguirre, Elisabeth Machuca, Valentina Machuca, Obdelia Perez, Diana Morales

**Staff:** R. Invina-Jayasiri, C. Valle, R. Ball, B. Raymond, R. Pacheco, I. Enriquez, S. Brar, B. Van Wyk (KC Counsel). J. Schlosser, S. Sanchez, M. Heimer, M. Saberon Ybarra, V. Romero Valdivia

**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 17, 2026. ROLL CALL VOTE.

**B. CONCURRENCE IN ACTIONS OF TPPC**

**C. AUTHORIZATION TO CONTRACT PC LAW GROUP AS LEGAL COUNSEL FOR THE 2026 REGIONAL TRANSPORTATION PLAN (RTP) ENVIRONMENTAL IMPACT REPORT (EIR)**

**Action:** Approve Agreement and authorize the Chairman to sign. ROLL CALL VOTE.

**D. CONGESTION MANAGEMENT AGENCY**

**Note:** With approval of item III.B. CONCURRENCE IN ACTIONS OF TPPC the Board is concurring with the adoption of the 2026 RTP which includes the update to the

Congestion Management Program found on RTP pages 5-105 to 5-117 for which the Congestion Management Agency oversees.

**E. 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 or collaborate 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.**

**1.** **Applicant:** Delano THRIVE - City of Delano - OVW Youth DV
**Address:** 1015 11th Avenue
Delano, CA 93215-2262
**Contact:** Juan Sanchez
**Telephone:** (661) 720-5516
**Email:** jusanchez@delanopd.org

**Federal Agency:** Office on Violence Against Women
**Funding Opportunity** O-OVW-2026-172652
**Title**: OVW Fiscal Year 2026 Consolidated Grant Program to Assist Children and Youth Affected by and to Engage Men and Youth in Preventing Domestic Violence, Dating Violence, Sexual Assault, and Stalking
**Description:** Delano THRIVE (Trauma Healing, Resilience, Intervention, & Violence-Prevention Empowerment)

**Federal Funds:** $500,000.00
**State Funds:** $0.00
**Applicant:** $0.00
**Other:** $0.00
**Program Income:** $0.00
**Total Funds:** $500,000.00

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

NO PUBLIC COMMENTS WERE MADE NOR WAS THERE A MEMBER WISHING TO PULL ANY ITEM OFF OF CONSENT. MOTION BY DIRECTOR G. Reyna TO APPROVE CONSENT AGENDA ITEMS A THROUGH E, SECOND BY DIRECTOR S. Ayon, 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:**

A. Kern COG Regional Awards Dinner
   - Thursday, March 4, 2027
   - Nominations Open on September 10, 2026
   - Nominations Close on October 30, 2026

B. Kern County Fair

C. Timeline

**VIII. MEMBER STATEMENTS:** None.

**IX. ADJOURNMENT:** Seeing no other comments, the meeting adjourned at 7:18 p.m. **NEXT MEETING – OCTOBER 15, 2026.**

Respectfully submitted,

_____
Jay Schlosser, Executive Director

ATTEST:

_____
Bob Smith, Chairman

DATE: 11/19/2026

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Kern Council of Governments

III.C.
COG

November 19, 2026

TO: Kern Council of Governments

FROM: Jay Schlosser, Executive Director

By: Raquel Pacheco, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III.C.

FUND TRANSFER AGREEMENT NO. PPM27-6087(089)

DESCRIPTION:

The California Department of Transportation (Caltrans) has approved $500,000 in its fiscal year 2026-27 budget and is part of the state approved 2026 State Transportation Improvement Program to fund Kern COG's Planning, Programming and Monitoring (PPM) activity.

DISCUSSION:

Pursuant to Kern Council of Governments (Kern COG) policy, the Kern COG Board of Directors shall review and approve grant funding agreements. The California Department of Transportation (Caltrans) has approved $500,000 in its fiscal year 2026-27 budget and is part of the state approved 2026 State Transportation Improvement Program to fund Kern COG's Planning, Programming and Monitoring activity. This funding supports the management, development, and implementation of regional projects countywide.

The attached Fund Transfer Agreement allows Kern COG to receive funding for Planning, Programming, and Monitoring of transportation development activities as identified in Kern COG's Overall Work Program for 2026-27. This item received an allocation vote for $500,000 by the California Transportation Commission at their August 20-21, 2026 meeting authorizing Kern COG to use this funding. Staff recommends approval of the Fund Transfer Agreement No. PPM27-6087(089).

ACTION: Approve Fund Transfer Agreement No. PPM27-6087(089) and authorize Chair to sign Agreement and Resolution No. 26-36. ROLL CALL VOTE.

Attachments: Resolution No. 26-36
Fund Transfer Agreement PPM27-6087(089)

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

RESOLUTION NO. 26-36

In the matter of: FUND TRANSFER AGREEMENT NO. PPM27-6087(089) FOR STIP PLANNING, PROGRAMMING AND MONITORING PROGRAM

WHEREAS, the Kern Council of Governments (Kern COG) is a Regional Transportation Planning Agency and a Metropolitan Planning Organization (MPO); and

WHEREAS, the MPO is required to develop, maintain and endorse the Federal Transportation Improvement Program (FTIP) with a Biannual Program of Projects for federal funding assistance; and

WHEREAS, the FTIP for the Kern region is a four-year schedule of multimodal transportation project improvements of major freeways, expressways, arterials, urban collectors, bikeways, transit, rail and aviation facilities; and

WHEREAS, Project Study Reports are required of street and highway transportation projects prior to inclusion into the Regional Transportation Improvement Program, Federal Transportation Improvement Program and State Transportation Improvement Program; and

WHEREAS, the 2025 Federal Transportation Improvement Program includes an item for Planning, Programming and Monitoring Activities in the amount of $500,000 for federal fiscal year 2026-27; and

WHEREAS, the California State Budget Act of 2026 appropriates State Highway funds under local assistance for the STIP Planning, Programming and Monitoring Program (PPM); and

WHEREAS, the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

WHEREAS, PPM is defined as the project planning, programming, and monitoring activities related to development of the Regional Transportation Improvement Program and the State Transportation Improvement Program required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents; and

WHEREAS, the attached Fund Transfer Agreement No. PPM27-6087(089) for Project No. PPM27-6087(089) is required to implement the PPM; and

WHEREAS, on August 20-21, 2026, the CTC approved, per Resolution FP-26-13, a PPM allocation for $500,000.

NOW, THEREFORE, BE IT RESOLVED THAT:

Kern Council of Governments adopts Fund Transfer Agreement No. PPM27-6087(089) for Project No. PPM27-6087(089) and authorize the Chairman and the Executive Director to sign the Resolution and Fund Transfer Agreement.

AUTHORIZED AND SIGNED THIS 19TH DAY OF NOVEMBER 2026.

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 19th day of November 2026.

_____
John (Jay) Schlosser, Executive Director
Kern Council of Governments

_____
Date

STIP PLANNING, PROGRAMMING & MONITORING PROGRAM

FUND TRANSFER AGREEMENT

Project Number: PPM27-6087(089) Location: 06-KER-0-KCOG
Agreement Number: PPM27-6087(089) AMS Adv ID:0626000263
PPNO: 6L03

THIS AGREEMENT, effective on August 21, 2026 is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and Kern County Council of Governments, a local public agency, hereinafter referred to as ADMINISTERING AGENCY.

WHEREAS the annual California State Budget Act appropriates State Highway funds under local assistance for the State Transportation Improvement Program (STIP) Planning, Programming and Monitoring Program (PPM), and

WHEREAS PPM is defined as the project planning, programming and monitoring activities related to development of the Regional Transportation Improvement Program and the STIP required by Government Code Section 14527, et. seq. and for the monitoring of project implementation for projects approved in these documents, hereinafter referred to as PPM PROJECT, and

WHEREAS the California Transportation Commission (CTC) is tasked to allocate these funds in accordance with the amounts approved in the STIP in accordance with section 14527 (h) of the California Government code:

NOW, THEREFORE, the parties agree as follows:

SECTION I

STATE AGREES:

1. As authorized by Section 14527(h) of the Government Code to release to the ADMINISTERING AGENCY for its PPM PROJECT in an amount not to exceed $500,000.00 from monies appropriated for the PPM Program as follows:

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

Accounting Officer | Date 09/14/2026 | $ 500,000.00



Over 300K

2. To make reimbursements to ADMINISTERING AGENCY as promptly as State fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two copies of signed invoice in the proper form of covering actual allowable costs incurred for the period of the Progress Payment Invoice.

3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY pursuant to the provisions of State and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

SECTION II

ADMINISTERING AGENCY AGREES:

1. To use all state funds paid hereunder only for eligible PPM specific work activities as defined in Attachment A to this AGREEMENT.

2. To use all state funds paid hereunder only for those transportation purposes that conform to Article XIX of the California State Constitution.

3. To prepare and submit to STATE an original and two copies of signed invoice for payment.

4. To prepare a Final Project Expenditure Report including a final invoice reporting actual costs expended in accordance with Attachment A and submit that Report and invoice no later than 60 days following the completion of expenditures. These allocated PPM funds are available for expenditure until June 30, 2029. The Final Report of Expenditures must state that the PPM funds were used in conformance with Article XIX of the California State Constitution and for PPM purposes as defined in this Agreement. Three copies of this report shall be submitted to STATE.

5. COST PRINCIPLES
A) To comply with, and require all project sponsors to comply with Office of Management and Budget Supercircular 2 CFR 200, Cost Principles for State and Local Government, and the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) those parties shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or sub-contractor under this Agreement shall comply with Federal administrative procedures in accordance with 2 CFR 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Supercircular 2 CFR 200, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of

demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the CTC. The implementation of the Supercircular will cancel 49 CFR, Part 18.

6. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over $10,000 or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

7. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

8. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY'S contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

9. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Administering Agency is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this AGREEMENT are subject to the availability of the state funds encumbered under this AGREEMENT.

2. Eligible expenditures under this agreement shall be from the effective date of allocation to June 30, 2029.

3. In the event that ADMINISTERING AGENCY fails to implement or complete the PPM PROJECT commenced under this Agreement, fails to perform any of the obligations created by this agreement or fails to comply with applicable State laws and regulations, STATE reserves the right to terminate funding for the PPM PROJECT or portions thereof, upon written notice to ADMINISTERING AGENCY. An audit may be performed as provided in Section II, Article (8) of this agreement.

4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

5. As a condition of acceptance of the State funds provided for under this Agreement, ADMINISTERING AGENCY will abide by all State policies and procedures pertaining to the PPM PROJECT.

6. This Agreement shall terminate on December 31, 2029.

STATE OF CALIFORNIA
Department of Transportation

By: _____
Office of Project Management Oversight
Division of Local Assistance
Date: _____

Kern County Council of Governments

By: _____
Title:_____
Date: _____

Attest: _____
Title: _____

Attachment A Kern Council of Governments

STIP Planning, Programming and Monitoring Activities Plan

| Activity | Time Period | Cost ($1,000) |
|---|---|---|
| A. Prepare/Review Project Study Reports | 11/26-12/29 | $125 |
| B. RTIP Project Review/Programming | 11/26-12/29 | $125 |
| C. STIP Amendment Processing/CTC Coordination | 11/26-12/29 | $125 |
| D. Monitoring Implementation | 11/26-12/29 | $125 |
| Total | | $500 |

Anticipated Completion date 12/31/29

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Kern Council of Governments

III.D.
COG

November 19, 2026

TO: Kern Council of Governments

FROM: Jay Schlosser, Executive Director

By: Stephan Sanchez, Deputy Director – Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III.D.

FY 2026-2027 OVERALL WORK PROGRAM (OWP) AMENDMENT NO. 1

DESCRIPTION: Pursuant to Kern COG policy, the Council shall review and approve amendments to the Overall Work Program (OWP). Amendment No. 1 accepts fiscal year 2025-2026 Carryover funds, and the approval of three (3) new Work Elements.

DISCUSSION: Attached are the worksheets documenting the details of FY 2026-2027 OWP Amendment No. 1. Staff propose the following significant changes:

Accept fiscal year (FY) 2025-2026 unexpended totals in Consolidated Planning Grant (CPG), also referred to as 2025-2026 FY Carryover funds, as outlined in California Department of Transportation reconciliation letter dated September 15, 2026, and approve within Amendment No. 1. Carryover funds totaling $611,618.70 will be reconciled to Fiscal Year 2026-27 Overall Work Program distributed amongst Five (5) Work Elements utilizing Federal Grants, State Grants, Regional Planning, and Local Contracts.

Approve the new I-40 Study, Work Element 605.2, consisting of $1,370,000 in Federal Highway Authority (FHWA) BUILD Grant program funds, $8,000 Regional Planning Match funds, and $22,000 Local contracts funds.

Approve the new Transportation & Regional Active Connectivity in Kern 2028 (TRACK), Work Element 608.2, consisting of $400,155 in SB1 - C funds, $41,845 in STIP PPM matching funds, and $10,000 in Local Contract matching funds.

Approve the new Local Access For All (LAFA) Program, Work Element 609.2, consisting of $487,416 in California Public Utilities Commission (CPUC) funds.

Approve an increase of $23,000 to Local Reimbursements, Work Element 1001.1, funded by Regional planning Non-Match funds.

FY 2026-2027 Overall Work Program Amendment No. 1:
https://www.kerncog.org/owp-financial-plans/

ACTION: Approve Amendment No. 1 to the FY 2026-2027 Overall Work Program and authorize Chairman to sign Resolution 26-39. ROLL CALL VOTE.

Attachments: Resolution 26-39

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

RESOLUTION 26-39

In the matter of:

2026-2027 OVERALL WORK PROGRAM, AMENDMENT NO. 1

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 2026-2027 OWP has been developed in accordance with guidelines established by the Intermodal Planning Group and was adopted by the Kern Council of Governments on April 16th, 2026; and

WHEREAS, Amendment No. 1 to the FY 2026-2027 OWP will increase net total budgetary appropriations by $500,510 as detailed in the attachments, attached hereto and made a part of this Resolution No. 26-39 by this reference.

NOW, THEREFORE, BE IT RESOLVED THAT: Amendment No. 1 to the FY 2026-2027 Overall Work Program is hereby authorized.

AUTHORIZED AND SIGNED THIS 19th DAY OF NOVEMBER 2026.

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 19th day of November 2026.

_____

Jay Schlosser, Executive Director
Kern Council of Governments

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Kern Council of Governments

III.E.
COG

November 19, 2026

TO: Kern Council of Governments

FROM: Jay Schlosser, Executive Director

By: Stephan Sanchez, Deputy Director – Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS CONSENT AGENDA ITEM: III.E.

KERN COUNCIL OF GOVERNMENTS FISCAL YEAR 2026-2027 FINANCIAL PLAN, AMENDMENT NO. 1

DESCRIPTION: Pursuant to policy, Kern Council of Governments (Kern COG) prepares amendments to the annual financial plan (budget) detailing estimated revenues and expenditures for the current fiscal year. Staff has prepared Amendment No. 1 of the Kern COG FY 2026-2027 Financial Plan, in alignment with the OWP Amendment No. 1, for review and approval by the Council.

DISCUSSION: Attached is Amendment No. 1 of the Kern COG Fiscal Year 2026-2027 Financial Plan. This plan serves as an updated presentation of detailed information regarding FY 2026-2027 total revenues and total expenditures and is available in a public format for the public's comments and the Board's consideration for adoption. The final plan contains the following general provisions:

REVENUES – Estimated Total Revenues of $7,864,764 representing a 7.26% decrease from the prior year's proposed budget due to the end of the KARGO II Study which provided a large, one-time State grant. The new Transportation & Regional Active Connectivity in Kern 2028 (TRACK) project and Local Access For All (LAFA) program has allowed Kern COG to capture new State revenues from the California Public Commission (CPUC) and SB1 - C Funds in Amendment One of the 2026-2027 FY Overall Work Program (OWP). Prior Year carryover funds have been amended into the Business Revenue Summary (BRS) page of the 2026-2027 FY Overall Work Program- Amendment One as confirmed by Caltrans Consolidated Planning Grant (CPG) reconciliation letter dated September 15, 2026.

EXPENDITURES – Estimated Total Expenditures of $7,717,267 are proposed to fund current operating expenditures, and all projects outlined in Amendment One of the 2026-2027 FY Overall Work Program. This represents a 10.94% decrease over the prior year's proposed budget for Total Expenditures, primarily due to a decrease in personnel wages stemming from recent employee departures and retirements, as well as the reduction in

our professional services expenditures, which was largely impacted by the completion of the KARGO II study in the 2025-2026 Fiscal Year. There is a minor increase in the proposed budget for training & development, office supplies, travel, and capital expenses. Kern COG proposes this change in consideration of recently hired employees that replaced retirees and departures and to begin upgrading office equipment that is reaching its end of life. Kern COG continues to promote Rideshare Week, Telework Awareness Month, Vanpool Awareness Month, and Bike Month and will also begin administering the Local Access for All program that will provide additional assistance in the form of Wheelchair Accessible Vehicle (WAV) transit within Kern County.

Please see the attached document for a more detailed list of the proposed total revenues and expenditures in Amendment One of the Kern COG Fiscal Year 2026-2027 Financial Plan.

ACTION: Adopt the Kern COG Fiscal Year 2026-2027 Financial Plan, Amendment No. 1 and authorize Chair to sign Resolution No. 26-40. ROLL CALL VOTE

Attachments: Resolution No. 26-40
https://www.kerncog.org/owp-financial-plans/

Kern Council of Governments

# ANNUAL FINANCIAL PLAN

FISCAL YEAR 2026-2027
Amendment No. 1

CHAIR

Bob Smith, City of Bakersfield

VICE-CHAIR

Philip Smith, City of Tehachapi

BOARD OF DIRECTORS

| | |
|---|---|
| Olivia Calderon | City of Arvin |
| Bob Smith | City of Bakersfield |
| Marquette Hawkins | City of California City |
| Mario Nunez | City of Delano |
| Cory Morse | City of Maricopa |
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| 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:
Jay Schlosser
Executive Director
November 19, 2026

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LETTER OF TRANSMITTAL

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Kern Council of Governments

November 19, 2026

The Honorable Board of Directors
Kern Council of Governments

Dear Chairman and Board:

Kern Council of Governments (Kern COG) staff is pleased to submit for your review and approval Amendment No. 1 of the Kern COG Annual Financial Plan for fiscal year 2026-2027. 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 Amendment No. 1 of the FY 2026-2027 Overall Work Program (2026-2027 OWP). In summary, the final plan includes estimated revenues of $7,864,764 and proposed expenditures of $7,717,267.

## REVENUES

Kern COG staff anticipates FY 2026-2027 budgeted revenues totaling $7,864,764 as of Amendment One of the FY 2026-2027 Overall Work Program. Total budgeted revenues are estimated to decrease by 7.26% from the prior year's proposed budget due to the end of the KARGO II Study, which provided a large, one-time State grant. The new Transportation & Regional Active Connectivity in Kern 2028 (TRACK) project and Local Access For All (LAFA) program has allowed Kern COG to capture new State revenues from the California Public Utilities Commission (CPUC) and SB1 - C in Amendment One of the 2026-2027 FY Overall Work Program (OWP).

| Source | Amount | Percent of Total | Increase/(Decrease) |
|---|---|---|---|
| Federal | $2,790,637 | 35.48% | (0.34%) |
| State | $2,785,843 | 35.42% | (36.15%) |
| Regional PL/Admin | $1,967,731 | 25.02% | 65.15% |
| Local/miscellaneous | $ 320,553 | 4.08% | 347.4% |

Despite a marginal decrease in Federal funds, Kern COG continues to maximize the use of toll credits as a local match to allow for use of local funds in other areas. State revenues show a large decrease, primarily due to the end of the KARGO Study funded by a large, one-time Climate Adaptation Grant totaling $1,397,486.

## EXPENDITURES

Kern COG staff proposes FY 2026-2027 expenditures totaling $7,717,267. This represents a 10.94% decrease over the prior year's proposed budget for total expenditures, primarily due to a decrease in personnel wages stemming from recent employee departures and retirements, as well as the reduction in our professional services expenditures, which was largely impacted by the completion of the KARGO II study in the 2025-2026 Fiscal Year. There is a minor increase in the proposed budget for training & development, office supplies, travel, and capital expenses. Kern COG proposes this change in consideration of recently hired employees that replaced retirees and departures and to begin upgrading office equipment that is reaching its end of life. Kern COG continues to promote Rideshare Week, Telework Awareness Month, Vanpool Awareness Month, and Bike Month and will also begin administering the Local Access for All program that will provide additional assistance in the form of Wheelchair Accessible Vehicle (WAV) transit within Kern County. In terms of the four major object classes, these expenditures are distributed as follows:

| Object Class | Amount | Percent of Total | Increase/(Decrease) |
|---|---|---|---|
| Personnel | $3,497,461 | 45.32% | (4.10%) |
| Professional Services | $3,466,434 | 44.92% | (20.99%) |
| Services and Supplies | $ 706,372 | 9.15% | 15.90% |
| Capital | $ 47,000 | 0.61% | 117.44% |

With respect to personnel-related expenditures, retaining staffing levels at 17 full-time and 2 part-time positions is recommended.

## 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 2026-2027 fiscal year. These initiatives include the following:

1) Completion of the Kern Trans-Sierra Transit Climate Adaptation Study.
2) Sustainable Communities: for local and regional multimodal transportation and land

use planning projects that support regional sustainable community strategies.

3) Regional Technical Assistance: to provide technical assistance to member agencies to address regional and subregional issues related to transportation planning.
4) Increase in public outreach and public awareness campaigns that promote Rideshare Week, Telework Awareness Month, Vanpool Awareness Month, and Bike Month.
5) Administration of the Local Access for All program that will provide additional assistance in the form of Wheelchair Accessible Vehicle (WAV) transit within Kern County.

## CONCLUSION

The proposed Amendment No. 1 of the Kern COG Annual Financial Plan for the 2026-2027 fiscal year continues to provide a framework for achieving two major goals and objectives. First, the plan fulfills the Council and Staff obligation to maintain the region's federal and state certifications to continue the flow of resources to Kern COG member agencies. Secondly, the proposed plan provides extensive direct services, community engagement, and support for local efforts by Kern COG's member agencies to better serve the citizens of the Kern region. Staff recommends your Council's favorable consideration.

Respectfully,



John (Jay) Schlosser, P.E.
Executive Director

# SCHEDULE OF GENERAL FUNCTIONS

Kern Council of Governments

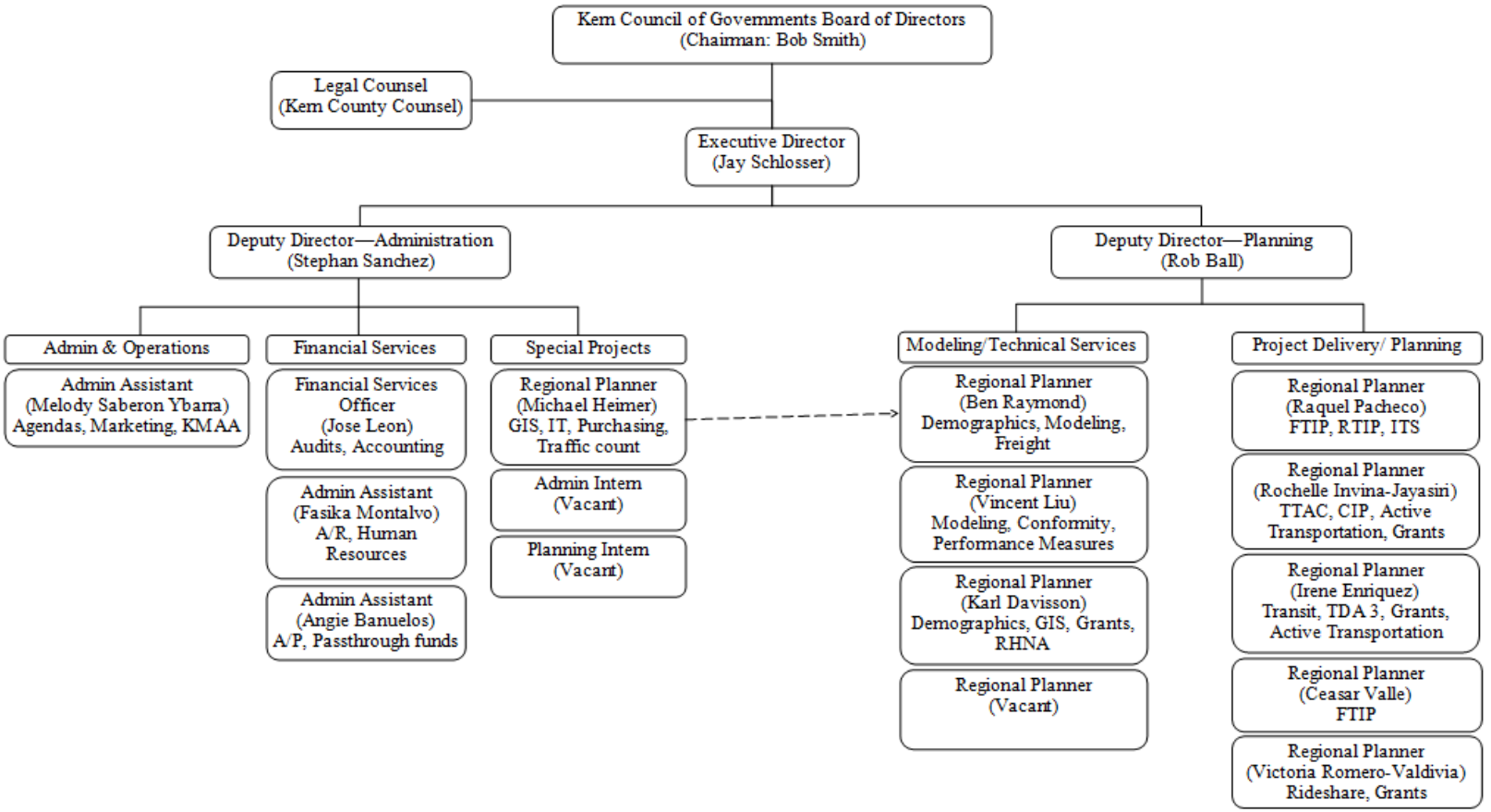
SCHEDULE OF GENERAL FUNCTIONS

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 Program (Rideshare)

# ORGANIZATION AND STAFFING

# Kern Council of Governments Organization Chart
## Fiscal Year 2026-27



Kern Council of Governments

STAFF ALLOCATION
Fiscal Year 2026-2027

| Position | Number | Total 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 | 10 | 20,800 |
| Administrative Assistant | 3 | 6,240 |
| Part-time | 2 | 1,000 |
| TOTAL | 19 | 36,360 |

Full-Time Positions: 17
Part-Time Positions: 2

Kern Council of Governments

STAFF

| Name | Position |
|---|---|
| John (Jay) Schlosser | Executive Director |
| Robert Ball | Deputy Director - Planning |
| Stephan Sanchez | Deputy Director - Administration |
| Benjamin Raymond | Regional Planner |
| Raquel Pacheco | Regional Planner |
| Ed Flickinger (Retired) | Regional Planner |
| Michael Heimer | Regional Planner |
| Vincent Liu | Regional Planner |
| Rochelle Invina-Jayasiri | Regional Planner |
| Irene Enriquez | Regional Planner |
| Karl Davisson | Regional Planner |
| Ceasar Valle | Regional Planner |
| Victoria Romero Valdivia | Regional Planner |
| Jose Leon Sanchez | Financial Services Officer |
| Fasika Montalvo | Administrative Assistant |
| Angelica Banuelos | Administrative Assistant |
| Melody Ybarra Saberon | Administrative Assistant |
| (Vacant) | Part-Time Planning Intern |
| (Vacant) | Part-Time Administrative Intern |

# POSITION CLASSIFICATIONS AND SALARY SCHEDULE

KERN COUNCIL OF GOVERNMENTS

POSITION CLASSIFICATION & SALARY SCHEDULE

Bi-weekly Pay

(rev. 05/21/2026)

| Position/Class | Deputy Director Administration | Deputy Director Planning | Financial Services Officer | Regional Planner | Administrative Assistant | Executive Secretary | Office Services Specialist | Planning/Admin Intern | Proposed Per Hour |
|---|---|---|---|---|---|---|---|---|---|
| 1 | $ 4,287.83 | $ 4,287.83 | $ 3,712.31 | $ 2,415.34 | $ 2,341.35 | $ 1,885.77 | $ 1,419.96 | $ 1,680.00 | $ 21.00 |
| 2 | $ 4,395.03 | $ 4,395.03 | $ 3,805.11 | $ 2,475.72 | $ 2,399.89 | $ 1,932.91 | $ 1,455.46 | $ 1,722.00 | $ 21.53 |
| 3 | $ 4,504.90 | $ 4,504.90 | $ 3,900.24 | $ 2,537.61 | $ 2,459.88 | $ 1,981.24 | $ 1,491.84 | $ 1,765.05 | $ 22.06 |
| 4 | $ 4,617.53 | $ 4,617.53 | $ 3,997.75 | $ 2,601.05 | $ 2,521.38 | $ 2,030.77 | $ 1,529.14 | $ 1,809.18 | $ 22.61 |
| 5 | $ 4,732.96 | $ 4,732.96 | $ 4,097.69 | $ 2,666.08 | $ 2,584.42 | $ 2,081.54 | $ 1,567.37 | $ 1,854.41 | $ 23.18 |
| 6 | $ 4,851.29 | $ 4,851.29 | $ 4,200.13 | $ 2,732.73 | $ 2,649.03 | $ 2,133.57 | $ 1,606.55 | $ 1,900.77 | $ 23.76 |
| 7 | $ 4,972.57 | $ 4,972.57 | $ 4,305.14 | $ 2,801.05 | $ 2,715.25 | $ 2,186.91 | $ 1,646.71 | $ 1,948.28 | $ 24.35 |
| 8 | $ 5,096.89 | $ 5,096.89 | $ 4,412.77 | $ 2,871.08 | $ 2,783.13 | $ 2,241.59 | $ 1,687.88 | $ 1,996.99 | $ 24.96 |
| 9 | $ 5,224.31 | $ 5,224.31 | $ 4,523.08 | $ 2,942.85 | $ 2,852.71 | $ 2,297.63 | $ 1,730.08 | $ 2,046.92 | $ 25.59 |
| 10 | $ 5,354.92 | $ 5,354.92 | $ 4,636.16 | $ 3,016.42 | $ 2,924.03 | $ 2,355.07 | $ 1,773.33 | $ 2,098.09 | $ 26.23 |
| 11 | $ 5,488.79 | $ 5,488.79 | $ 4,752.07 | $ 3,091.83 | $ 2,997.13 | $ 2,413.94 | $ 1,817.67 | $ 2,150.54 | $ 26.88 |
| 12 | $ 5,626.01 | $ 5,626.01 | $ 4,870.87 | $ 3,169.13 | $ 3,072.06 | $ 2,474.29 | $ 1,863.11 | $ 2,204.31 | $ 27.55 |
| 13 | | | | $ 3,248.36 | $ 3,148.86 | | | | |
| 14 | | | | $ 3,329.57 | $ 3,227.58 | | | | |
| 15 | | | | $ 3,412.81 | $ 3,308.27 | | | | |
| 16 | | | | $ 3,498.13 | $ 3,390.98 | | | | |
| 17 | | | | $ 3,585.58 | $ 3,475.75 | | | | |
| 18 | | | | $ 3,675.22 | $ 3,562.65 | | | | |
| 19 | | | | $ 3,767.10 | $ 3,651.71 | | | | |
| 20 | | | | $ 3,861.28 | $ 3,743.00 | | | | |
| 21 | | | | $ 3,957.81 | $ 3,836.58 | | | | |
| 22 | | | | $ 4,056.75 | $ 3,932.49 | | | | |
| 23 | | | | $ 4,158.17 | $ 4,030.81 | | | | |
| 24 | | | | $ 4,262.13 | $ 4,131.58 | | | | |
| 25 | | | | $ 4,368.68 | $ 4,234.87 | | | | |
| 26 | | | | $ 4,477.90 | $ 4,340.74 | | | | |
| 27 | | | | $ 4,589.85 | $ 4,449.26 | | | | |

Executive Director: $5,855.85 to $9,086.70 (salary is negotiable)

# OVERALL WORK PROGRAM – BUDGET REVIEW SUMMARY

# FY 2026-2027 Overall Work Program - Amendment 1

## BUDGET REVENUE SUMMARY

(Revised: October 30, 2026)

| Funding Source | | FTA SEC.5303 MPO 26-27 | FTA SEC.5303 MPO Carryover 25-26 | FHWA PL 26-27 89/11 | FHWA PL 25-26 Carryover | FHWA RSTP 26-27 | FHWA CMAQ 26-27 89/11 | SB1 - C 26-27 | STIP PPM 26-27 | SB-1 Formula 26-27 | SB-1 Formula 25-26 Carryover | SHA-CAP 26-27 | SHA-CAP 25-26 Carryover | FHWA BUILD Grant 26-27 | CPUC 26-27 | CEC | | Regional Planning Match | Regional Planning Non-match | Regional Planning | Local Contracts | TOTAL BUDGET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Footnotes | | (3) | (3a) | (4) | (4a) | (5) | (6) | (7) | (8) | (9) | (9a) | (10) | (10a) | (11) | (12) | (13) | Toll Credits* | | | (14) | (15) | |
| Air Quality Modeling/Transportation Management | 101.1 | $ 80,746 | | | | | | | | | | | | | | | $ 9,262 | $ - | $ - | $ - | | $ 80,746 |
| Environmental Review and Monitoring Program | 102.1 | $ 40,681 | | | | | | | | | | | | | | | $ 4,666 | $ - | $ - | $ - | | $ 40,681 |
| Community and Environmental Inventory Mapping System | 201.1 | $ 272,249 | $ 35,136 | $ 290,857 | $ 108,540 | | | | | | | | | | | | $ 81,068 | $ - | | $ - | | $ 706,782 |
| Mapping Services and Technical Support | 201.2 | | | | | | | | | | | | | | | | $ - | $ - | $ - | $ - | | $ - |
| 2026-27 Sustainable Communities Public Participation | 203.1B | | | | | | | | | $ 130,811 | $ 7,549 | | | | | | $ - | $ 17,926 | $ - | $ 17,926 | | $ 156,286 |
| 2026-27 Sustainable Communities Performance Measures | 203.2B | | | | | | | | | $ 105,765 | | | | | | | $ - | $ 13,703 | $ 18 | $ 13,721 | | $ 119,486 |
| 2026-27 Sustainable Communities Mobility Innovations and Incentives Planning | 203.3B | | | | | | | | | $ 65,168 | | | | | | | $ - | $ 8,443 | $ - | $ 8,443 | | $ 73,611 |
| 2026-27 Sustainable Communities Forecast & Travel Model | 203.4B | | | | | | | | | $ 92,556 | | | | | | | $ - | $ 11,992 | $ 34 | $ 12,026 | | $ 104,582 |
| Regional Housing Need Allocation Plan | 203.5 | | | | | | | | | | | | | | | | $ - | $ - | $ 65,745 | $ 65,745 | | $ 65,745 |
| Regional Transportation Plan/Congestion Management Process | 601.1 | | | $ 327,784 | | | | | | | | | | | | | $ 37,597 | $ - | | $ - | | $ 327,784 |
| RTP/CIP Financial Element | 601.2 | | | | | | | | $ 47,058 | | | | | | | | $ 5,398 | $ - | | $ - | | $ 47,058 |
| Regional Transportation Community Survey & Outreach | 601.3 | | | | | | | | $ 77,516 | | | | | | | | $ 8,891 | $ - | | $ - | | $ 77,516 |
| Federal Performance Measures Data and Analysis | 601.4 | | | $ 55,622 | | | | | | | | | | | | | $ 6,380 | $ - | | $ - | | $ 55,622 |
| Transportation Improvement Program | 602.1 | | | $ 383,568 | | | | | | | | | | | | | $ 43,995 | $ - | | $ - | | $ 383,568 |
| Project Planning & Development Assistance for Federal-Aid Projects | 602.2 | | | $ 329,581 | | | | | | | | | | | | | $ 37,803 | $ - | | $ - | | $ 329,581 |
| Transportation Systems Monitoring and Coordination | 603.1 | | | | | | | | $ 51,895 | | | | | | | | $ 5,952 | $ - | | $ - | | $ 51,895 |
| Traffic Count Program | 603.2 | | | | | $ 79,677 | | | | | | | | | | | $ - | $ 10,323 | $ 16,146 | $ 26,469 | | $ 106,146 |
| Mobility Innovations and Incentives | 603.3 | | | $ 55,504 | | | | | | | | | | | | | $ 6,366 | $ - | | $ - | | $ 55,504 |
| Kern Electric Vehicle (EV) Blueprint | 603.4 | | | | | | | | | | | | | | | $ 1,203,972 | $ - | $ - | | $ - | | $ 1,203,972 |
| Regional Travel Demand Model Maintenance | 604.1 | | | $ 177,269 | | | | | | | | | | | | | $ 20,333 | $ - | $ 406,244 | $ 406,244 | | $ 583,513 |
| Regional Growth Forecast Model Data & Analysis | 604.2 | | | $ 190,225 | | | | | | | | | | | | | $ 21,819 | $ - | | $ - | | $ 190,225 |
| Regional Travel Demand Model Analysis | 604.3 | | | | | | | | | | | | | | | | $ - | $ - | $ 26,721 | $ 26,721 | | $ 26,721 |
| Corridor/Major Investment/Impact Studies | 605.1 | | | $ 12,113 | | | | | | | | | | | | | $ 1,389 | $ - | | $ - | | $ 12,113 |
| I-40 Corridor Study (BUILD GRANT)** | 605.2 | | | | | | | | | | | | | $ 1,370,000 | | | $ - | $ 8,000 | | $ 8,000 | $ 22,000 | $ - |
| Transit, Aviation and Passenger Rail Planning | 606.1 | | | | | | | | | | | | | | | | $ - | $ - | $ 295,288 | $ 295,288 | | $ 295,288 |
| Kern Trans-Sierra Transit Climate Adaptation Plan (FY 26-27)*** | 606.2 | | | | | | | | $ 78,520 | | | $ - | $ 420,186 | | | | $ 9,006 | $ - | | $ - | | $ 498,706 |
| TIRCP Administration | 606.3 | | | | | | | | | | | | | | | | $ - | $ - | | $ - | $ 114,385 | $ 114,385 |
| Active Transportation and Complete Streets Program | 608.1 | | | $ 49,524 | $ 40,207 | | | | | | | | | | | | | $ - | $ 6,619 | $ 6,619 | | $ 111,579 |
| Transportation & Regional Active Connectivity in Kern 2028 (TRACK)**** | 608.2 | | | | | | | $ 400,155 | $ 41,845 | | | | | | | | | $ 10,000 | $ - | $ 10,000 | | $ 452,000 |
| Transportation Demand Management | 609.1 | | | | | | $ 336,341 | | | | | | | | | | $ - | $ 43,577 | | $ 43,577 | | $ 379,918 |
| Local Access For All (LAFA) Program | 609.2 | | | | | | | | | | | | | | $ 487,416 | | $ - | $ - | | $ - | | $ 487,416 |
| Freight Planning | 610.1 | | | | | | | | $ 3,166 | | | | | | | | $ 363 | $ - | $ 67,152 | $ 67,152 | | $ 70,318 |
| Grant Writing | 801.1 | | | | | | | | | | | | | | | | $ - | $ - | $ 185,500 | $ 185,500 | | $ 185,500 |
| Regional Technical Assistance | 902.1 | | | $ 11,587 | | | | | | | | | | | | | $ 1,329 | $ - | | $ - | | $ 11,587 |
| Information and Data Management | 903.1 | | | $ 7,315 | | | | | | | | | | | | | $ 839 | $ - | $ 90,146 | $ 90,146 | | $ 97,461 |
| Interregional Transportation Coordination | 904.1 | | | | | | | | | | | | | | | | $ - | $ - | $ 164,789 | $ 164,789 | | $ 164,789 |
| Local Clearinghouse Review Program | 904.2 | | | | | | | | | | | | | | | | $ - | $ - | $ 5,867 | $ 5,867 | | $ 5,867 |
| Local Reimbursement | 1001.1 | | | | | | | | | | | | | | | | $ - | $ - | $ 118,522 | $ 118,522 | | $ 98,567 |
| Legislative Program | 1001.2 | | | | | | | | | | | | | | | | $ - | $ - | $ 40,678 | $ 40,678 | | $ 40,678 |
| Transportation Development Act (TDA) Program | 1001.3 | | | | | | | | | | | | | | | | $ - | $ - | $ 282,011 | $ 282,011 | | $ 282,011 |
| Information Services and Tribal Consultation | 1001.4 | | | | | | | | | | | | | | | | $ - | $ - | $ 54,504 | $ 54,504 | | $ 54,504 |
| Overall Work Program (OWP) Development and Monitoring | 1001.5 | | | $ 89,994 | | | | | | | | | | | | | $ 10,322 | $ - | $ 16,217 | $ 16,217 | | $ 106,211 |
| KMAA System Administration and Operations | 2001.1 | | | | | | | | | | | | | | | | $ - | $ - | | $ - | $ 76,805 | $ 76,805 |
| 511 System Administration and Operations | 2002.1 | | | | | | | | | | | | | | | | $ - | $ - | | $ - | $ 37,363 | $ 37,363 |
| SUBTOTAL | | $ 393,676 | $ 35,136 | $ 1,980,943 | $ 148,747 | $ 79,677 | $ 336,341 | $ 400,155 | $ 300,000 | $ 394,300 | $ 7,549 | $ - | $ 420,186 | $ 1,370,000 | $ 487,416 | $ 1,203,972 | $ 312,778 | $ 123,963 | $ 1,842,201 | $ 1,966,164 | $ 250,553 | $ 8,382,203 |
| FY 2025-26 CARRYOVER FUNDS | | $ - | $ 35,136 | $ - | $ 148,747 | $ - | $ - | $ - | $ - | $ - | $ 7,549 | | $ 420,186 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | |
| FY 2026-27 ESTIMATED FUNDS | | $ 393,676 | $ - | $ 1,980,943 | $ - | $ 79,677 | $ 336,341 | $ 400,155 | $ 300,000 | $ 394,300 | $ - | $ - | $ - | $ - | $ 487,416 | $ 1,203,972 | $ - | $ 125,530 | $ 1,822,246 | $ 1,947,776 | $ 250,553 | |
| SUBTOTAL | | $ 393,676 | $ 35,136 | $ 1,980,943 | $ 148,747 | $ 79,677 | $ 336,341 | $ 400,155 | $ 300,000 | $ 394,300 | $ 7,549 | $ - | $ 420,186 | $ - | $ 487,416 | $ 1,203,972 | $ - | $ 125,530 | $ 1,822,246 | $1,947,776 | $ 250,553 | |

*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 605.2 Regional Planning Match for $8,000 and Local Contracts for $22,000 are an in-kind match with firm commitment letters. Award letter from FHWA for $1,370,000 has been received but no actual funds have been received to date. Awaiting final approval of Award Contract.

***WE 606.2 is the 3rd year of a 3 year grant. In 2026-27 the remaining funds are to be programmed.

**** WE 608.2 $10,000 Regional Planning Match is from in-kind match with firm commitment letter.

# FINANCIAL PLAN SUMMARY

KERN COUNCIL OF GOVERNMENTS
FINANCIAL PLAN SUMMARY
FISCAL YEAR 2026-2027

Kern COG Financial Plan Summary Amendment 1
Revised: October 27, 2026

| Account No./Title | 2024-25 Estimated | 2025-26 Estimated | 2026-27 Proposed |
|---|---|---|---|
| REVENUE | | | |
| 4140-Federal Grants | $ 2,294,701 | $ 2,800,036 | $ 2,790,637 |
| 3955-State Grants | $ 2,302,483 | $ 4,363,131 | $ 2,785,843 |
| 4220-Regional Planning/Admin. | $ 2,295,937 | $ 1,191,486 | $ 1,967,731 |
| 4220-Local Contracts | $ 55,935 | $ 56,000 | $ 250,553 |
| 5370-Miscellaneous | $ 62,581 | $ 70,000 | $ 70,000 |
| TOTAL REVENUE | $ 7,011,637 | $ 8,480,653 | $ 7,864,764 |
| EXPENDITURES | | | |
| Personnel: | | | |
| 6110-Regular Salaries & Wages | $ 2,052,859 | $ 2,288,724 | $ 2,125,245 |
| 6200-Extra-Help Wages | $ - | $ 50,414 | $ 60,184 |
| 6410/6600-Fringe Benefits | $ 1,531,409 | $ 1,307,669 | $ 1,312,032 |
| SUBTOTAL-PERSONNEL | $ 3,584,268 | $ 3,646,807 | $ 3,497,461 |
| SUBTOTAL-7500 - PROFESSIONAL SERVICES | $ 2,755,061 | $ 4,387,214 | $ 3,466,434 |
| SERVICES & SUPPLIES | | | |
| 6841-Communications | $ 19,972 | $ 19,972 | $ 19,972 |
| 6900-Insurance | $ 30,437 | $ 30,437 | $ 30,437 |
| 6970-Maintenance-Equipment | $ 22,536 | $ 22,536 | $ 22,536 |
| 7001-Maintenance-Structures | $ - | $ 2,000 | $ 2,000 |
| 7400-Memberships | $ 27,391 | $ 44,675 | $ 54,175 |
| 7450-Office Supplies | $ 324,905 | $ 25,706 | $ 63,204 |
| 7525-Data Processing | $ 87,708 | $ 49,295 | $ 78,645 |
| 7600-Public/Legal Notices | $ 28,023 | $ 91,829 | $ 70,825 |
| 7630-Leases-Equipment | $ 11,827 | $ - | $ - |
| 7650-Leases-Structures | $ 152,448 | $ 201,072 | $ 201,072 |
| 7700-Special Dept. Expense | $ - | $ 6,000 | $ 3,000 |
| 7730-Training & Development | $ 1,915 | $ 29,327 | $ 53,400 |
| 7740-Travel Expenses | $ 34,849 | $ 50,786 | $ 66,004 |
| 7750-Personal Vehicle Mileage | $ 5,758 | $ 11,849 | $ 17,102 |
| 7970-Kern County Indirect Costs | $ - | $ 3,000 | $ 3,000 |
| 7990-Depreciation Expense | $ - | $ 21,000 | $ 21,000 |
| 7995-Bad Debt Expense | $ - | $ - | $ - |
| SUBTOTAL-SERVICES & SUPPLIES | $ 747,769 | $ 609,484 | $ 706,372 |
| SUBTOTAL-8601-CAPITAL OUTLAYS | $ 14,375 | $ 21,615 | $ 47,000 |
| TOTAL EXPENDITURES | $ 7,101,473 | $ 8,665,120 | $ 7,717,267 |
| Depreciation Adjustment | | | |
| OPERATING SURPLUS/(DEFICIT) | $ (89,836) | $ (184,467) | $ 147,497 |

Footnotes:

*2024-25 Office Supplies: adjusted journal entry made as recommended by auditor due to migration to new accounting system

**2025-26 State Grants: SHA-CAP one time grant for KARGO II Study $1,397,486 awarded in 2025-2026

***2025-26 Professional Services: KARGO II Study completed in 2025-2026

****FHWA Build Grant for $1.3MM is pending approval and is not included in Total Revenue or Expenditures in FY 26-27

# REVENUE SUMMARY

# Kern Council of Governments

## REVENUE BUDGET WORKSHEET
## FY 2026-2027
## Amendment No. 1

Revised: November 01, 2026

| Account/Source | Account Number | 2024-25 Actual | 2025-26 Estimated | 2026-27 Proposed |
|---|---|---|---|---|
| FEDERAL | 4140 | | | |
| U.S. Dept. of Transportation (Region IX): | | | | |
| Federal Transit Admin.(Sec.5303 Urban--89/11) | | $ 394,098 | $ 393,432 | $ 393,676 |
| Federal Highway Admin. (PL) | | $1,842,093 | $1,843,737 | $ 1,980,943 |
| Federal Highway Admin. (PL Prior Year Carryover) | | | $ 168,410 | $ 611,618 |
| Federal Highway Admin. (FAP/CMAQ) | | $ 256,470 | $ 314,780 | $ 336,341 |
| Federal Highway Admin. (RSTP) | | $ 79,677 | $ 79,677 | $ 79,677 |
| Federal Highway Admin. (BUILD) | | - | | $ - |
| SUBTOTAL--FEDERAL | | $2,572,338 | $2,800,036 | $ 3,402,255 |
| STATE | 3955 | | | |
| California Dept. of Transportation: | | | | |
| SB1 - C | | $ 351,683 | | $ 400,155 |
| Caltrans/SB1 | | $ 386,250 | $ 384,027 | $ 394,300 |
| Caltrans/SB1 (Carryover) | | $ - | $ - | $ 7,549 |
| STIP/PPM | | $ 591,000 | $ 591,000 | $ 300,000 |
| Housing and Community Development | | $ 11,591 | $ - | $ - |
| SHA-CAP | | $1,963,803 | $2,104,132 | $ 420,186 |
| California Public Utilties Commission | | - | $ - | $ 487,416 |
| California Energy Commission | | $1,303,556 | $1,283,972 | $ 1,203,972 |
| SUBTOTAL--STATE | | $4,607,883 | $4,363,131 | $ 3,213,578 |
| LOCAL | 4220 | | | |
| Regional Planning: | | | | |
| Transportation Development Act (Planning & Admin.) | | $1,379,832 | $1,191,486 | $ 1,966,164 |
| Kern Motorist Aid Authority/511 Administration | | $ 55,935 | $ 61,446 | $ 114,168 |
| Miscellaneous Contracts/TIRCP Administration | | - | $ 56,000 | $ 136,385 |
| SUBTOTAL--LOCAL | | $1,435,767 | $1,308,932 | $ 2,216,717 |
| OTHER | | | | |
| Sales--Fees and Charges | 5370 | $ (10,872) | $ - | $ - |
| Interest | 3055 | $ 73,453 | $ 70,000 | $ 70,000 |
| Rideshare Donations | 5370 | $ - | $ - | |
| Miscellaneous | 5370 | $ - | $ - | $ - |
| SUBTOTAL--OTHER | | $ 62,581 | $ 70,000 | $ 70,000 |
| TOTAL--REVENUES | | $8,678,569 | $8,542,099 | $ 8,902,550 |

# PERSONNEL EXPENDITURE SUMMARY

# KERN COUNCIL OF GOVERNMENTS
# PERSONNEL EXPENDITURE SUMMARY
# FISCAL YEAR 2026-27

(Revision Date: May 11, 2026)

| Account Title | Account Number | Planning Division | Administrative Division | 2026-27 Proposed Budget | 2025-26 Estimated | 2024-25 Estimated |
|---|---|---|---|---|---|---|
| Salaries and Wages--Regular | 6110 | $ 1,553,382 | $ 571,863 | $ 2,125,245 | $ 2,288,724 | $ 2,052,859 |
| Salaries and Wages--Extra Help | 6200 | $ 48,184 | $ 12,000 | $ 60,184 | $ 50,414 | $ - |
| Social Security | 6410 | $ 85,469 | $ 35,449 | $ 120,918 | $ 120,962 | $ 105,160 |
| Medicare | 6410 | $ 21,917 | $ 8,290 | $ 30,207 | $ 30,278 | $ 30,191 |
| Retirement | 6430 | $ 532,709 | $ 222,727 | $ 755,436 | $ 700,306 | $ 881,300 |
| Health Insurance | 6510 | $ 251,548 | $ 76,296 | $ 327,844 | $ 378,302 | $ 446,554 |
| Dental Insurance | 6510 | $ 12,621 | $ 5,570 | $ 18,191 | $ 19,225 | $ 13,899 |
| Vision Insurance | 6510 | $ 3,859 | $ 1,470 | $ 5,329 | $ 5,968 | $ 5,196 |
| Disability Insurance | 6590 | $ 11,185 | $ 4,231 | $ 15,416 | $ 15,452 | $ 13,556 |
| Life Insurance | 6540 | $ 5,832 | $ 2,381 | $ 8,213 | $ 7,584 | $ 8,877 |
| Unemployment Insurance | 6570 | $ 15,871 | $ 6,003 | $ 21,874 | $ 21,925 | $ 22,256 |
| Workers Compensation Insurance | 6600 | $ 6,074 | $ 2,530 | $ 8,604 | $ 7,667 | $ 4,420 |
| BUDGET TOTAL | | $2,548,651 | $ 948,810 | $ 3,497,461 | $ 3,646,807 | $ 3,584,268 |

NOTE: Includes 17 full-time regular positions 2 part-time positions

# PROFESSIONAL SERVICES EXPENDITURE SUMMARY

KERN COUNCIL OF GOVERNMENTS AND KERN MOTORIST AID AUTHORITY
PROFESSIONAL SERVICES EXPENDITURE SUMMARY
FISCAL YEAR 2026-2027 AMENDMENT NO. 1

| Account Number | Work Element/Project Description | Description or Subcontractor | 2026-27 Proposed | Amount Direct | Amount Indirect |
|---|---|---|---|---|---|
| 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 | $ - | $ - | $ - |
| 201.2 | Mapping Services and Technical Support | None | $ - | $ - | $ - |
| 203.1B | Sustainable Communities Public Participation FY 26-27 | Community Survey | $ 41,050 | $ 41,050 | $ - |
| 203.2B | Sustainable Communities Performance Measures FY 26-27 | None | $ - | $ - | $ - |
| 203.3B | Sustainable Communities Mobility Innovations and Incentives Planning FY 26-27 | None | $ - | $ - | $ - |
| 203.4B | Sustainable Communities Strategy Forecast and Travel Model Activity Program FY 26-27 | None | $ - | $ - | $ - |
| 203.5 | Regional Housing Need Allocation Plan | None | $ - | $ - | $ - |
| 601.1 | Regional Transportation Plan/CMS | Environmental Document - EIR | $ 175,000 | $ 175,000 | $ - |
| 601.2 | RTP/CIP-Financial Element | None | $ - | $ - | $ - |
| 601.3 | RTP Outreach | Community Outreach and Community Survey | $ 42,450 | $ 42,450 | $ - |
| 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 | $ - |
| 603.3 | Active Transportation Demand Management | Active Transportation workshop and ZEV Events | $ 20,000 | $ 20,000 | $ - |
| 603.4 | Kern EV Blueprint | Charging Stations | $ 1,146,197 | $ 1,146,197 | $ - |
| 603.5 | MD&HD Zero-Emission Vehicle Infrastructure | None | $ - | $ - | $ - |
| 604.1 | Regional Travel Demand Model Maintenance | Transportation Model Support | $ 117,000 | $ 117,000 | $ - |
| 604.2 | Growth Forecast Model | Land Use Software | $ 30,000 | $ 30,000 | $ - |
| 604.3 | Regional Travel Demand Model | None | $ - | $ - | $ - |
| 605.1 | Corridor/Major Investment/Impact Fee | None | $ - | $ - | $ - |
| 605.2 | I-40 Corridor Study | I-40 Corridor Study - Build Grant (placeholder - contract pending) | $ - | $ - | $ - |
| 606.2 | Kern Trans-Sierra Transit Climate Adaptation Plan | Transportation Consultant, CalSTART, Nelson Nygaard | $ 420,186 | $ 420,186 | $ - |
| 606.3 | TIRCP Administration | None | $ - | $ - | $ - |
| 608.1 | Active Transportation Planning | None | $ - | $ - | $ - |
| 608.2 | Transportation & Regional Active Connectivity in Kern (TRACK 2028) | Consultant | $ 400,155 | $ 400,155 | $ - |
| 609.1 | Transportation Demand Management | Software, App, Host Servers, Website | $ 102,650 | $ 102,650 | $ - |
| 609.2 | Local Access for All Program (LAFA) | Access for All Provider(s) | $ 414,304 | $ 414,304 | $ - |
| 610.1 | Freight Planning | 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 | $ 115,282 | $ 115,282 | $ - |
| 904.2 | Local Clearinghouse Review Program | None | $ - | $ - | $ - |
| 1001.1 | Local Reimbursements | Regional Awards Program | $ 46,000 | $ 46,000 | $ - |
| 1001.2 | Legislative Program | Valley Voice State & Federal | $ 19,350 | $ 19,350 | $ - |
| 1001.3 | Transportation Development Act (TDA) Program | Financial & Compliance Audit Program | $ 116,040 | $ 116,040 | $ - |
| 1001.4 | Information Services | Broadcast Board KGOV | $ 10,000 | $ 10,000 | $ - |
| 1001.5 | Overall Work Program (OWP) Development and Monitoring | None | $ - | $ - | $ - |
| 2001.1 | KMAA System Implementation and Operation | Financial & Compliance Audit Program | $ 34,525 | $ 34,525 | $ - |
| 2002.1 | 511 Program | None | $ - | $ - | $ - |
| 9999.9 | Indirect Costs | Network Support - Rival | $ 60,000 | | $ 60,000 |
| 9999.9 | Indirect Costs | HR Consultant- TBD by RFP for Personnel Manual/Wage study | $ 60,000 | $ - | $ 60,000 |
| | | **TOTAL--PROFESSIONAL SERVICES** | **$3,466,434** | $ 3,346,434 | $ 120,000 |

Revision Date: November 01, 2026

| 2024-25 Estimated | 2025-26 Estimated | 2026-27 Proposed |
|---|---|---|
| $ 4,609,741 | $ 4,407,214 | **$3,466,434** |

# SERVICES AND SUPPLIES EXPENDITURE SUMMARY

KERN COUNCIL OF GOVERNMENTS
SERVICES AND SUPPLIES EXPENDITURE SUMMARY
FISCAL YEAR 2026-2027 AMENDMENT NO. 1

| | 6841 | 6900 | 6970 | 7001 | 7400 | 7450 | 7525 | 7600 | 7630 | 7650 | 7700 | 7730 | 7740 | 7750 | 7970 | 7990 | 8000 | FY 2026-27 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Work Element | Communic. | Insurance | Maint/Equip. | Maint/Struct. | Memberships | Office Sup. | Data Proc. | Pubs/Notices | Leases/Eq. | Leases/St | Spec.Dept. | Training | Travel | Mileage | KC Indirect | Depreciation | Capital | T O T A L |
| 102.1 | $ - | $ - | $ - | $ - | $ 1,500 | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,600 | $ 1,092 | $ 1,200 | $ - | $ - | $ - | $ 7,392 |
| 201.1 | $ - | $ - | $ - | $ - | $ - | $ 3,000 | $ 23,000 | $ - | $ - | $ - | $ - | $ - | $ 13,500 | $ 1,125 | $ - | $ - | $ - | $ 40,625 |
| 201.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 203.1B | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 800 | $ - | $ - | $ - | $ - | $ 800 |
| 203.5 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 2,400 | $ 2,912 | $ 1,600 | $ - | $ - | $ - | $ 6,912 |
| 601.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,200 | $ 1,200 | $ - | $ - | $ - | $ - | $ 2,400 |
| 601.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 601.3 | $ - | $ - | $ - | $ - | $ - | $ 6,000 | $ 5,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 11,000 |
| 601.4 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 602.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 7,100 | $ - | $ - | $ - | $ - | $ 5,950 | $ 1,400 | $ - | $ - | $ - | $ 14,450 |
| 602.2 | $ - | $ - | $ - | $ - | $ - | $ 500 | $ - | $ - | $ - | $ - | $ - | $ - | $ 5,100 | $ 1,200 | $ - | $ - | $ - | $ 6,800 |
| 603.1 | $ - | $ - | $ - | $ - | $ - | $ 200 | $ - | $ - | $ - | $ - | $ - | $ 9,000 | $ 500 | $ 500 | $ - | $ - | $ - | $ 10,200 |
| 603.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 603.3 | $ - | $ - | $ - | $ - | $ - | $ 3,600 | $ - | $ - | $ - | $ - | $ - | $ 6,000 | $ 990 | $ 720 | $ - | $ - | $ - | $ 11,310 |
| 603.4 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 977 | $ - | $ - | $ - | $ 977 |
| 604.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 4,000 | $ 1,000 | $ 1,000 | $ - | $ - | $ - | $ 6,000 |
| 604.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 900 | $ 600 | $ - | $ - | $ - | $ 1,500 |
| 605.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 606.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 7,500 | $ 5,250 | $ 1,500 | $ - | $ - | $ - | $ 14,250 |
| 606.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 606.3 | $ - | $ - | $ - | $ - | $ - | $ 10,000 | $ - | $ - | $ - | $ - | $ - | $ 5,000 | $ - | $ - | $ - | $ - | $ - | $ 15,000 |
| 608.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 5,200 | $ 960 | $ 280 | $ - | $ - | $ - | $ 6,440 |
| 608.2 | $ - | $ - | $ - | $ - | $ - | $ 1,252 | $ - | $ - | | $ - | $ - | $ - | $ 200 | $ 400 | $ - | $ - | $ - | $ 1,852 |
| 609.1 | $ - | $ - | $ - | $ - | $ 5,675 | $ - | $ 1,350 | $ 61,509 | $ - | $ - | $ - | $ 1,000 | $ 2,000 | $ 300 | $ - | $ - | $ - | $ 71,834 |
| 609.2 | $ - | $ - | $ - | $ - | $ - | $ 1,102 | $ - | $ 891 | | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,993 |
| 610.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 300 | $ 600 | $ 600 | $ - | $ - | $ - | $ 1,500 |
| 801.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ 3,995 | $ - | $ - | $ - | $ - | $ 6,000 | $ 650 | $ 500 | $ - | $ - | $ - | $ 11,145 |
| 904.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 1,200 | $ 1,000 | $ - | $ - | $ - | $ 2,200 |
| 904.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 1001.1 | $ - | $ - | $ - | $ - | $ 27,000 | $ 5,000 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 32,000 |
| 1001.2 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 1001.3 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ 325 | $ - | $ - | $ - | $ - | $ 1,000 | $ - | $ - | $ - | $ - | $ 1,325 |
| 1001.4 | $ - | $ - | $ - | $ - | $ - | $ 5,000 | $ - | $ - | $ - | $ - | $ - | $ 200 | $ 200 | $ 200 | $ - | $ - | $ - | $ 5,600 |
| 2001.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 2002.1 | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| Direct Total | $ - | $ - | $ - | $ - | $ 34,175 | $ 35,654 | $ 33,345 | $ 69,825 | $ - | $ - | $ - | $ 51,400 | $ 46,004 | $ 15,102 | $ - | $ - | $ - | $ 285,505 |
| 8888.8-Capital Costs | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - | $ - |
| 9999.9-Indirect Costs | $ 19,972 | $ 30,437 | $ 22,536 | $ 2,000 | $ 20,000 | $ 27,550 | $ 45,300 | $ 1,000 | $ - | $ 201,072 | $ 3,000 | $ 2,000 | $ 20,000 | $ 2,000 | $ 3,000 | $ 21,000 | $ 47,000 | $ 467,867 |
| T O T A L S | $ 19,972 | $ 30,437 | $ 22,536 | $ 2,000 | $ 54,175 | $ 63,204 | $ 78,645 | $ 70,825 | $ - | $ 201,072 | $ 3,000 | $ 53,400 | $ 66,004 | $ 17,102 | $ 3,000 | $ 21,000 | $ 47,000 | $ 753,372 |

# CAPITAL EXPENDITURE SUMMARY

# KERN COUNCIL OF GOVERNMENTS
# CAPITAL EXPENDITURE SUMMARY FISCAL YEAR 2026-2027 AMENDMENT NO. 1

| Account Number | Work Element/Project Description | Description or Vendor | 2026-27 Proposed | Amount Direct | Amount Indirect |
|---|---|---|---|---|---|
| 8000 | CAPITAL ASSETS | | | | |
| 101.1 | Air Quallity Planning | None | $ - | $ - | $ - |
| 102.1 | Environmental Review Program | None | $ - | $ - | $ - |
| 201.1 | Inventory Mapping | None | $ - | $ - | $ - |
| 1001.5 | Overall Work Program (OWP) Development and Monitoring | None | $ - | $ - | $ - |
| 2001.1 | KMAA System Implementation and Operation | None | $ - | $ - | $ - |
| 2002.1 | Kern 511 Program | None | $ - | $ - | $ - |
| 7777.7 | Nonallowable Costs | None | $ - | $ - | $ - |
| 8888.8 | Capital Costs | | $ - | $ - | $ - |
| 9999.9 | Indirect Costs | Copy machine | $ 15,000 | $ - | $ 15,000 |
| | | Boardroom TV | $ 2,000 | $ - | $ 2,000 |
| | | Wifi Equipment upgrade | $ 2,000 | | $ 2,000 |
| | | Firewall Replacement | $ 18,000 | | $ 18,000 |
| | | Laptop Refresh (phase one) | $ 10,000 | $ - | $ 10,000 |
| 8000 | | TOTAL--CAPITAL ASSETS | $ 47,000 | $ - | $ 47,000 |

| 2024-25 Estimated | 2025-26 Estimated | 2026-27 Proposed |
|---|---|---|
| $ 14,375 | $ 21,615 | $ 47,000 |

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

RESOLUTION 26-40

In the matter of:

KERN COUNCIL OF GOVERNMENTS FISCAL YEAR 2026-2027 FINANCIAL PLAN,

AMENDMENT NO. 1

WHEREAS, 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; and

WHEREAS, the Kern COG FY 2026-2027 Financial Plan includes $7,864,764 in estimated operating revenues and $7,717,267 in total expenditures to fund all operating expenditures and projects outlined in the 2026-2027 FY Overall Work Program Amendment No. 1; and

WHEREAS, the Executive Director shall be responsible for supervising and directing the preparation of the annual budget and is authorized to submit the final document to the Kern County Auditor-Controller for inclusion in the Kern County budgetary control system; and

NOW, THEREFORE, BE IT RESOLVED THAT: The Kern Council of Governments does hereby certify that its budgetary process will be implemented through this document in accordance with Section 6(c) of the Joint Powers Agreement and the Kern Council of Governments Fiscal Year 2026-2027 Financial Plan Amendment No. 1 is hereby authorized.

AUTHORIZED AND SIGNED THIS 19th DAY OF NOVEMBER 2026.

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 19th day of November 2026.

John Schlosser, Executive Director
Kern Council of Governments

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Kern Council of Governments

III.F.
COG

November 19, 2026

TO: Kern Council of Governments

FROM: Jay Schlosser, Executive Director

By: Melody Saberon Ybarra, Administrative Assistant
Ben Raymond, Regional Planner

SUBJECT: Kern Council of Governments Consent Agenda Item: III.F.

COMMUNITY SURVEY CONTRACT APPROVAL

DESCRIPTION:

The 2027 Community Survey Contract continues Kern COG's more than 20-year partnership with Bryan Godbe and Godbe Research to conduct statistically valid community surveys that provide valuable insight into regional needs, priorities, and public opinion. The proposed contract for Fiscal Year 2026-27 is in an amount not to exceed $78,000. This item has been reviewed by County Counsel.

DISCUSSION:

The Request for Proposal for the 2024 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 November 2, 2026, Godbe Research submitted a letter of intent (attached) to conduct another Kern COG Community Survey for fiscal year 2026-2027. 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 2026.

The 2027 survey will be used to inform people about the continuing Regional Transportation Planning process. It is anticipated that the current survey will be conducted in the spring of 2027. This project was approved in the 2026-2027 Overall Work Program.

ACTION: Approve the contract for the Community Survey between Kern COG and Godbe Research in an amount not to exceed $78,000 and authorize the Chairman to sign. ROLL CALL VOTE.

Attachments: Community Survey Contract.
Exhibit “A” Scope of Work
Exhibit “B” Schedule
Exhibit “C” Budget/Cost Proposal
Exhibit “D” Title 49, Code of Federal Regulations, Part 29 Debarment and Suspension Certification

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

**2027 Community Survey**

THIS CONTRACT, made and entered into on November 19, 2026, 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, Kern COG seeks to hire a consultant for the performance of specified research tasks, as described in greater detail herein; and

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

AGREEMENT:

I. Contract Organization and Content

This contract is fully comprised of these terms and the attached exhibits: 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 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: Melody Saberon Ybarra, Administrative Assistant
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 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," 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 2026/27).

Consultant services and reimbursements beyond June 30, 2027, are subject to the inclusion and funding agency approval of this project in Kern COG's 2026-2027 fiscal year Overall Work

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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 $78,000, 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 2026-2027 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

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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.

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## 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

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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.

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## 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

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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.

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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

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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.

To the extent any Caltrans DBE Program goals apply to this contract, Consultant shall comply with those goals. If applicable, 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.

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:

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- 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

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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.

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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. Bryan Godbe
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,

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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.*

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XXXI. Signature Authority

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

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

RECOMMENDED AND APPROVED
AS TO CONTENT:

KERN COUNCIL OF GOVERNMENTS

_____
Jay Schlosser, Executive Director
Kern Council of Governments

_____
Bob Smith, Chair
"Kern COG"

APPROVED AS TO FORM:

*CONSULTANT*

_____
Brian Van Wyk, Deputy
Kern County Counsel

_____
Consultant

KERN COUNTY CALIFORNIA
Brian Van Wyk

## 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, 2027, FOR A TOTAL COST NOT TO EXCEED $78,000.

KERN COUNTY CALIFORNIA
Brian Van Wyk

**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) | | | | | | |

Brian Van Wyk

**EXHIBIT "C"**

**Budget/Cost Proposal**

GODBE RESEARCH
Gain Insight

November 2, 2026

Ms. Melody Saberon Ybarra
Kern Council of Governments
1401 19th Street
Suite 300
Bakersfield, CA 93301

Dear Ms. Ybarra:

Godbe Research is pleased to submit this letter of interest to conduct our 20th Annual Community Survey for the Kern Council of Governments for fiscal year 2026 – 2027. Based on our review of the methodology, scope and fees, and our discussion, we have provided cost options below for the FY 26/27 Annual Community Survey.

As we discussed, these costs have increased for the FY 26/27 survey process. The cost options provided below can accommodate a survey length of up to 25-minutes based on the not to exceed amount of $77,512.50.

## 25-Minute Survey of Kern County Adult Residents 18+

| Project Task | 2027<br>25-minute<br>n=1000 |
|---|---|
| Listed Telephone Sample | $3,000.00 |
| Email Sample Purchase | $3,000.00 |
| Third Party Cell Matching | $3,000.00 |
| Internet Programming/Testing | -- |
| Telephone CATI Programming | $2,500.00 |
| Internet Version Hosting & Recruitment | $24,150.00 |
| Internet Version Hosting | -- |
| Telephone Interviewing (Land & Cell) | $18,112.50 |
| Data Processing | $1,500.00 |
| Research Fee | $9,500.00 |
| Project Management | $3,500.00 |
| Miscellaneous Expenses | $500.00 |
| English Only Survey Total | $68,762.50 |
| | |
| Spanish Translation/Programming | $1,250.00 |
| Spanish Interviewing Fee | $7,500.00 |
| Spanish Survey Sub-Total | $8,750.00 |
| | |
| Total | $77,512.50 |

Godbe Research is ready to begin the FY 26/27 Annual Community Survey. 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,

Bryan Godbe
President



Brian Van Wyk

## 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

Brian Van Wyk

Kern Council of Governments

IV
COG

November 19, 2026

TO: Kern Council of Governments

FROM: Jay Schlosser, Executive Director

By: Stephan Sanchez, Deputy Director – Administration

SUBJECT: KERN COUNCIL OF GOVERNMENTS AGENDA ITEM: IV.

AUTHORIZATION TO CONTRACT J. WEBB CONSULTING TO UPDATE PERSONNEL MANUAL, JOB DESCRIPTIONS, AND CONDUCT SALARY, WAGE, AND ORGANIZATIONAL STUDY

DESCRIPTION: Following the Request for Proposal (RFP) process, an agreement between Kern COG and J. Webb Consulting is being negotiated to review Kern COG's Personnel Manual, salary schedule, job descriptions, and organizational structure.

DISCUSSION: The Agreement between Kern COG and J. Webb Consulting will evaluate current personnel policies, identify inconsistencies, propose updates aligned with best practices, and ensure compliance with applicable California and federal laws. J. Webb Consulting will conduct meetings with management to confirm scope, expectations, and project coordination. J. Webb Consulting will review all relevant documents, including the Personnel Manual, organizational structure, job descriptions, and Resolution 26-20, and prepare a draft written report documenting review methodology, findings, and recommendations and present these findings to management in editable electronic format. The final draft of all deliverables is expected to be completed in Quarter 1 of 2027, and a final presentation to the KCOG board is expected in Quarter 2 of 2027.

Procurement of J. Webb Consulting is being facilitated through the formal bidding process, Request for Proposal (RFP), and the contract is to be awarded to the highest-scoring and qualified bidder. After the selection committee completes the final scoring and review of all bids presented, the committee will determine which J. Webb Consulting will be awarded the first opportunity to contract with Kern COG. The selection criteria of the RFP selection committee are primarily based on contractors' qualifications, relevant experience, references, reputation, professionalism, schedule of work, terms, and rates. The final terms of the contract agreement between Kern COG and J. Webb Consulting are being negotiated; however, the final contract is to be reviewed by County Counsel and not to exceed the budgeted amount.

ACTION: Authorize the Executive Director to finalize terms and sign the agreement with J. Webb Consulting, subject to review and approval from County Counsel. ROLL CALL VOTE.

Attachments: Draft Contract Agreement between Kern COG and HR Consultant.

**ATTACHMENT D**
**SAMPLE CONTRACT**

CONTRACT BETWEEN THE KERN COUNCIL OF GOVERNMENTS
AND

XXXXXXXX

THIS CONTRACT, made and entered into this _____ day of _____, 2020, by and between the Kern Council of Governments, hereinafter referred to as "Kern COG," and, XXXXXXXX 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 XXXXXXX, 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: XXXXXXXXXX
Consultant: XXXXXXXXXX

III. Term

Time is of the essence in this contract. The term of this contact is XXXXXXX through XXXXXX 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 XXXXXX, are subject to the inclusion and funding agency approval of this project in Kern COG's XXXXXX 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 XXXXXX, 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 XXXX as identified on the FY XXXXX 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 (XXXX/day meals; XXXXX/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

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## 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. John (Jay) Schlosser,
Executive Director
Kern Council of Governments (Kern COG)
1401 19th Street, Suite 300
Bakersfield, California 93301

OR

XXXXXXXX
Principal
XXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

## 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

_____
John (Jay) Schlosser, Executive Director
Kern Council of Governments

_____
XXXXX, Chair
"Kern COG"

APPROVED AS TO FORM:

*CONSULTANT*

_____
Brian Van Wyk, Deputy
Kern County Counsel

_____
Consultant

Exhibit “A”

Scope of Work

Task 1. CONSULTANT

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 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)

_____
Date

# Timeline

*Better Planning. Better Transportation*

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Kern Council of Governments

The 2026-27 KERN COG TIMELINE is a list of actions and events that may appear on future agendas or are of general interest to Board Member

**DECEMBER**

- California Transportation Commission Adoption of 2027 Active Transportation Program for statewide, small urban & rural components at Palm Desert, December 3-4, 2026
- Federal Highways Administration Approval of the 2026 RTP, 2027 FTIP, and Air Quality Conformity Analysis
- Kern COG Board Meeting on December 17, 2026 (May be dark)

**JANUARY 2027**

- Kern COG Board Election of Officers
- Active Transportation Program Cycle 8 – Adopt Kern COG MPO project list for submittal to California Transportation Commission
- Request for Proposals (RFP) for the SR 58/I-40 Study
- RFP for the Transportation & Regional Active Connectivity in Kern (TRACK) 2028 regional bike & pedestrian facilities plan update
- California Transportation Commission Meeting in the Sacramento Area, January 28-29, 2027

**FEBRUARY**

- Agency Public Policy Procedure Update, February 18

**MARCH**

- Kern COG 4-year Federal/State Certification Review
- Contract Award for the SR 58/I-40 Study, March 18
- Contract Award for the Transportation & Regional Active Connectivity in Kern (TRACK) 2028 regional bike & pedestrian facilities plan update, March 18
- Regional Traffic Count Program Update, March 18