

Denise Hilliker

From: Bill Way [citymgr@ccis.com]
Sent: Wednesday, January 31, 2007 7:09 AM
To: Denise Hilliker
Subject: FW: Kern COG Funding

-----Original Message-----
From: Karen Northcutt [mailto:knorthcutt@earthlink.net]
Sent: Thursday, January 25, 2007 4:42 PM
To: Bill Way
Subject: Kern COG Funding

Bill,
Here's the information for the City on the use of the \$30,000 from Kern COG.

The funding is from a portion of the gas tax monies. Consequently, it has to be used for transportation related planning. We will be able to use the monies to fund the circulation planning requirements associated with the General Plan Update, particularly the work activities from DKS (our traffic consultants). We will also be able to fund some of the work on the Land Use element of the General Plan, particularly as the Land Use element relates to required transportation facilities. We will also be able to use the funds if we need to do work on justification of traffic impact fees.

Kern COG will require each request for payment (based on work related to these types of transportation issues) to be accompanied by some sort of documentation (i.e., a draft Circulation Element chapter of the updated General Plan; an analysis for transportation impact fees; draft Land Use Element of the General Plan; meeting minutes where these sorts of issues were discussed, etc.). Peter Smith of Kern COG will be sending us a memo to more clearly define the billing requirements to Kern COG.

I will advise once I have the memo from Peter Smith. It did not sound too onerous.....just the documentation requirement was necessary to not delay their processing of the funding/reimbursement request.

Hope this helps clarify the use of the Kern COG monies.

Karen

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DRAFT

MEMORANDUM OF AGREEMENT BETWEEN THE
KERN COUNCIL OF GOVERNMENTS AND
THE CITY OF _____

THIS MEMORANDUM OF AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the City of _____ (hereinafter "CITY") and Kern Council of Governments, a joint powers entity (hereinafter "KERN COG"),

WITNESSETH:

WHEREAS, KERN COG adopted the FY 2006-2007 Overall Work Program and Financial Plan Amendment No. 2; and

WHEREAS, a portion of the funds programmed for expenditure within Work Element 902.1 includes funding for transportation and land use planning activities of the City's General Plan; and

WHEREAS, CITY has agreed to initiate the work necessary to identify the local land use and circulation issues; and

WHEREAS, CITY has requested financial assistance for the development of a study to address identified transportation issues; and

WHEREAS, KERN COG is willing to provide the funding necessary from funds programmed for such programs during FY 2006-2007.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. CITY shall be the lead agency for the transportation and land use planning activities for the City's General Plan.
2. KERN COG shall reimburse CITY from funds programmed for technical assistance in an amount not to exceed _____ DOLLARS (\$_____).
3. CITY shall complete all work on this project no later than _____ from the date of this Agreement and shall provide KERN COG with two (2) copies of the final project report and digital general plan, circulation and zoning maps prior to said date, unless an extension of time is granted in writing by KERN COG.
4. CITY shall provide Kern COG staff with a copy of the contract for the Land Use and Circulation Plan Update of the City's General Plan between the CITY and its consultant.
5. CITY agrees to participate and assist in the development and implementation of the Kern Regional Blueprint Program.
6. CITY agrees to develop a transportation nexus study and implement a transportation impact fee, and provide Kern COG with a copy of the report/study.

TO KERN COG: Ronald E. Brummett, Executive Director
Kern Council of Governments
1401 19th Street, Suite 300
Bakersfield, CA 93301

TO CITY: _____, City Manager
City of _____

17. The individual executing this Agreement on behalf of each party warrants that he/she is authorized to execute this Agreement on behalf of their agency and that the agency will be bound by the terms and conditions contained herein.

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

KERN COUNCIL OF GOVERNMENTS

CITY OF _____

David R. Couch, Chairman
"KERN COG"

"CITY"

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

Ronald E. Brummett, Executive Director
Kern Council of Governments

City of _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Patricia Randolph
Kern County Counsel
