

**Lawrence-Douglas County Metropolitan Planning Organization
REDESIGNATION AGREEMENT
FOR COOPERATIVE TRANSPORTATION PLANNING**

This Lawrence-Douglas County Metropolitan Planning Organization Redesignation Agreement for Cooperative Transportation Planning (this Agreement) is entered into by and among the Kansas Department of Transportation, the City of Lawrence, and the Board of County Commissioners of Douglas County Kansas, effective as of the _____ day of _____, 2008.

WHEREAS, federal law requires a continuous, comprehensive and cooperative transportation planning process (3C process) to be undertaken in urbanized areas with populations greater than fifty-thousand persons; and

WHEREAS, the Lawrence-Douglas County Metropolitan Planning Commission (L-DC PC) was directed in 1982 to prepare a comprehensive transportation plan and to carry out a continuous and comprehensive transportation planning process in cooperation with the State Highway Commission of Kansas; and

WHEREAS, in 1982 the Governor of Kansas designated the L-DC PC as the Metropolitan Planning Organization (MPO) for the Lawrence urbanized area; and

WHEREAS, the 1982 agreement between the L-DC PC and the Kansas Department of Transportation (KDOT) designated the transportation planning area to include Douglas County, including all legally authorized cities in Douglas County as outlined by the Lawrence-Douglas County urbanized Area; and

WHEREAS, in 2002 the Metropolitan Planning Area Boundary (MPAB) was modified to extend the boundary to encompass all of Douglas County; and

WHEREAS, federal law, 23 C.F.R. 450.306, directs that, to the extent possible, MPOs be established under specific or enabling state legislation, and the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, *et seq.*, enables local governmental units and state agencies to enter into cooperative agreements on a basis of mutual advantage; and

WHEREAS, Kansas law, K.S.A. 68-402, enables the Secretary of Transportation to perform all acts required of a state agency to obtain all benefits of federal transportation legislation; and

WHEREAS, Douglas County, the City of Lawrence, the Kansas Department of Transportation desire to re-designate the MPO to change its composition to primarily elected officials as encouraged by the Safe, Accountable, Flexible, Transportation Equity Act: A Legacy for Users (SAFETEA-LU) and its related laws and regulations.

NOW THEREFORE BE IT MUTUALLY AGREED:

1. Pursuant to 23 C.F.R. § 450.306 (d) the Secretary of the Kansas Department of Transportation (the Governor's designee for Title 23 matters), Douglas County, the City of Lawrence (Central City), and affected local units of government representing at least 75% of the entire population in the MPAB agree to and hereby designate the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO) Transportation Policy Board (or Board) as the MPO for the Lawrence-Douglas County urbanized area and sets its Metropolitan Planning Area Boundary (MPAB) as all of Douglas County including all incorporated cities in the county.
2. This Agreement shall remain in effect as long as federal law requires the designation of MPOs to carry out metropolitan transportation planning activities under 23 U.S.C. § 134, or until superseded by a new designation agreement, or upon revocation by the parties in accordance with the method described in 23 C.F.R. 450.310, or as otherwise provided by law.
3. The L-DC MPO Transportation Policy Board shall be a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, to have and use a corporate seal, and to do all other acts reasonably necessary to carry out the purposes of this Agreement.
4. The voting members of the L-DC MPO Transportation Policy Board, to serve as the forum for cooperative decision-making, shall include:
 - ❖ 2 City of Lawrence Commissioners as selected by a majority vote of the City Commission at a regularly scheduled meeting; (*Transit and Airport transportation are City of Lawrence Departments and therefore are represented by the City of Lawrence elected officials.*)
 - ❖ 1 Douglas County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting;
 - ❖ 2 Lawrence-Douglas County Metropolitan Planning Commission members as selected by a majority vote of the Planning Commission at a regularly scheduled meeting;
 - ❖ 1 city council member or the mayor of one of the small cities in Douglas County (Baldwin City, Eudora, Lecompton) as mutually agreed upon by these named cities and as prescribed in the L-DC MPO Bylaws;
 - ❖ 1 representative from KDOT as appointed by the Secretary of Transportation; and,

The ex-officio (non-voting) members of the L-DC MPO Transportation Policy Board shall include:

- ❖ 1 representative from the Federal Highways Administration (FHWA) Kansas Division Office selected by the Division Administrator
- ❖ 1 representative from the Federal Transit Administration (FTA) Region 7 Office selected by the Regional Administrator

- ❖ 1 representative from the University of Kansas selected by the KU Executive Vice Chancellor and Provost
- ❖ 1 elected official from the governing body of each of the small cities in Douglas County that are not presently being represented on the L-DC MPO by a voting member.

Membership on the L-DC MPO Transportation Policy Board shall terminate upon a member leaving the office qualifying the person for membership. The original appointing body or person shall fill membership vacancies.

5. The purpose of this Agreement is for cooperative decision-making regarding transportation planning for the MPAB in accordance with 23 U.S.C. § 134.
6. The manner of financing for the activities authorized under this Agreement is through the reimbursement by KDOT of Federal planning funds for up to a maximum of eighty per cent (80%) of authorized Unified Planning Work Program expenditures, with the balance (the nonfederal share) to be provided for by separate fiscal agreement of the City of Lawrence, as well as contributions by other entities that may agree to participate in funding of these activities.
7. The L-DC MPO Transportation Policy Board shall be responsible for preparation of an annual budget, based on the financing provided in the prior paragraph, and any change regarding the budget or expenditure of L-DC MPO Transportation Policy Board funds shall be approved by the Board.
8. The membership of the Transportation Policy Board and any of its sub-committees will be reviewed following the adoption of any new federal transportation legislation and following any changes to the MPAB.
9. The staff services of L-DC MPO, as provided for in the approved annual Unified Planning Work Program, shall be performed by the Lawrence-Douglas County Metropolitan Planning Office under the direction of the Transportation Policy Board through the Planning Director. The relationship of the L-DC MPO and its staff to the City of Lawrence may be explained further and clarified in the annual UPWP and other MPO approved documents as needed.
10. The Finance Director of the City of Lawrence is designated as the custodian and disbursing agent of L-DC MPO Budget. Such services are necessary because the Consolidated Planning Grant funds are provided to L-DC MPO on a reimbursement basis.
11. L-DC MPO Transportation Policy Board shall approve all bylaws governing L-DC MPO operations to carry out the transportation planning requirements. This includes the bylaws for the L-DC MPO Transportation Policy Board as well as its subcommittees (Technical Advisory Committee, etc.). Bylaws for the L-DC MPO Transportation Policy Board shall be created and approved by the L-DC MPO within 6 months of the enactment of this Agreement. Those bylaws shall specify MPO meeting requirements, formation process for MPO subcommittees, and other items needed to assist the L-DC MPO with carrying out the

3C (continuing, comprehensive, cooperative) regional transportation planning process in the Lawrence-Douglas County Area. All bylaws approved by the L-DC MPO are to be consistent with this Agreement. Until such time as bylaws for the L-DC MPO are approved the KDOT representative on the L-DC MPO shall serve as Chairman and manage the MPO meetings.

12. L-DC MPO Transportation Policy Board shall enter into such agreements with any entities as are necessary to carry out required transportation planning processes, subject to its approved budget and available funding.
13. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary of Transportation, the City of Lawrence, and Douglas County and their successors in office.
14. This Agreement is intended to create no substantive rights or responsibilities for anyone, whether or not a party to this Agreement, over and above those created and conferred by federal or state law.
15. The L-DC MPO Transportation Policy Board shall serve as the designated MPO under this Agreement until such time as a new MPO is formally designated or this designation is formally revoked in accordance with the method described in 23 C.F.R. 450.310, or as otherwise provided by law.
16. Upon any future redesignation, any property owned by the former MPO shall be transferred to the new MPO. Upon revocation, any property owned by the MPO will be disposed of in accordance with federal law when applicable or as otherwise agreed to by the parties to this Agreement.
17. Upon this Agreement taking effect, the 1982 designation of the L-DC Metropolitan Planning Commission as the MPO is revoked.
18. The parties shall execute this Agreement and submit it to the Attorney General of the State of Kansas for approval. Thereafter, the parties shall file one duplicate original of this Agreement with the Register of Deeds of Douglas County, Kansas, and thereafter, with the Secretary of State, all in accordance with K.S.A. 12-2904 and 12-2905, and amendments thereto. This Agreement shall become effective upon the earlier of the approval of the Attorney General or, if not sooner disapproved, 90 days after submission to the Attorney General, and that date shall be inserted on page 1 of this Agreement.

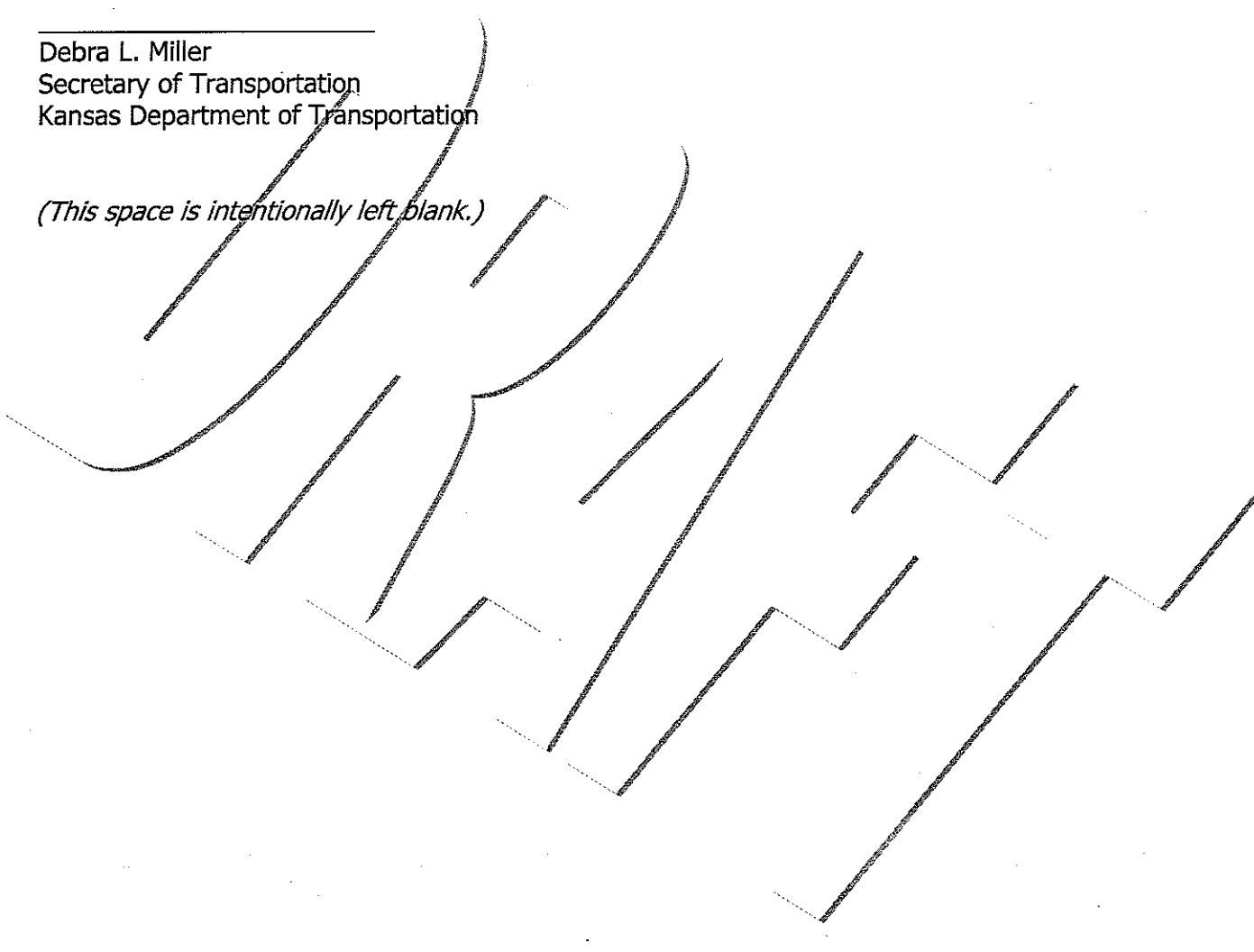
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IN WITNESS WHEREOF, the City, County, and KDOT have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

APPROVED THIS _____ DAY OF _____ 2008, BY THE KANSAS DEPARTMENT OF TRANSPORTATION

Debra L. Miller
Secretary of Transportation
Kansas Department of Transportation

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APPROVED THIS _____ DAY OF _____ 2008, BY THE GOVERNING BODY OF THE CITY OF LAWRENCE, KANSAS

Michael Dever
Mayor
City of Lawrence

APPROVED AS TO FORM:

Toni Wheeler
City Attorney

ATTEST:

Frank Reeb
City Clerk

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APPROVED THIS _____ DAY OF _____ 2008, BY THE BOARD OF COUNTY COMMISSIONERS OF DOULGAS COUNTY, KANSAS

Bob Johnson, 2nd District
Chairman
Douglas County Board of County Commissioners

APPROVED AS TO FORM:

Evan Ice
County Counselor

ATTEST:

Jamie Shaw
County Clerk

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APPROVED PURSUANT TO K.S.A. 12-2904

OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF KANSAS

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