

**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, hereinafter referred to as "Agreement," is entered into by and among the Kansas Department of Transportation, hereinafter referred to as "KDOT," the City of Lawrence, Kansas, hereinafter referred to as the "City," and the Board of County Commissioners of Douglas County, Kansas, hereinafter referred to as the "County," effective as of the _____ day of _____, 2008. KDOT, the City, and the County collectively referred to as the "Parties."

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 KDOT; 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 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 (MPA) was modified to extend the MPA boundary to encompass all of Douglas County; and

WHEREAS 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, County, City, and KDOT desire to re-designate the MPO to change its composition to primarily elected officials as encouraged by U.S.C. Title 23 laws and regulations.

NOW THEREFORE BE IT MUTUALLY AGREED:

1. The purpose of this Agreement is for continuing, comprehensive, and cooperative decision-making regarding transportation planning for the MPA in accordance with 23 U.S.C. § 134.

Re-designation Agreement
9/5/2008

2. Pursuant to 23 C.F.R. § 450.310(h) the Secretary of Transportation (the Governor's designee for Title 23 matters) and City (largest incorporated city in the MPA) and County (both city and county are general purpose local governments representing at least 75 percent of the affected MPA population) agree to and hereby designate the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO), as established by this Agreement, as the MPO for the Lawrence-Douglas County urbanized area and sets its MPA as all of Douglas County including all incorporated cities in the county.
3. The L-DC MPO shall serve as the designated MPO under this Agreement, and 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 per 23 C.F.R. 450.310(g), or as otherwise provided by law.
4. The L-DC MPO is hereby established as 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, which as are necessary to carry out required transportation planning processes, subject to its approved budget and available funding.
5. The voting members of the L-DC MPO to serve as the forum for cooperative decision-making shall include:
 - a. Two (2) City 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.*)
 - b. One (1) County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting,
 - c. Two (2) Lawrence-Douglas County Metropolitan Planning Commission members (one appointed by the Lawrence City Commission and one appointed by the Douglas County Board of County Commissioners) as approved by a majority vote of the Planning Commission at a regularly scheduled meeting,
 - d. One (1) elected official from the governing body of Baldwin City, Eudora, or Lecompton, located in Douglas County, as mutually agreed upon by these named cities and as prescribed in the L-DC MPO Bylaws, and
 - e. One (1) representative from KDOT as appointed by the Secretary of Transportation.
6. The non-voting members of the L-DC MPO to serve as the forum for cooperative decision-making shall include:
 - a. One (1) representative from the Federal Highways Administration (FHWA) Kansas Division Office selected by the Division Administrator,

- b. One (1) representative from the Federal Transit Administration (FTA) Region 7 Office selected by the Regional Administrator,
- c. One (1) representative from the University of Kansas selected by the KU Executive Vice Chancellor and Provost, and
- d. One (1) elected official from the governing body of Baldwin City, Eudora, and/or Lecompton not presently represented on the L-DC MPO by a voting member, as approved by a majority vote of the governing body of each city.

Membership on the L-DC MPO shall terminate upon the member leaving the office qualifying the person for membership. The governing appointing body, or Secretary for the KDOT representation, shall fill membership vacancies.

- 7. Activities authorized under this Agreement will be reimbursed by KDOT through Federal planning funds up to the maximum allowed by federal law and the balance (the nonfederal share) of financing will be provided by separate fiscal agreement(s) with local government member(s).
- 8. The L-DC MPO shall prepare an annual Unified Planning Work Program (UPWP) and budget in cooperation with transit providers, KDOT, FHWA, and FTA, and the budget shall be based on the financing provided in Paragraph 7. All changes regarding the budget or expenditure of funds shall be approved by the L-DC MPO. The UPWP and budget must be approved by the L-DC MPO.
- 9. The membership of the L-DC MPO and any of its sub-committees shall be reviewed following the adoption of new federal transportation legislation and any changes to the MPA. Revisions shall be made to this agreement as needed to remain consistent with federal law.
- 10. The staff services of L-DC MPO, as provided for in the approved annual UPWP, shall be performed by the Lawrence-Douglas County Metropolitan Planning Office under the direction of the L-DC MPO through the Lawrence-Douglas County Planning Director. The relationship of the L-DC MPO and its staff to the City (MPO host agency) may be explained further and/or clarified in the annual UPWP and/or other MPO approved documents as needed.
- 11. The Finance Director of the City is designated as the custodian and disbursing agent of the L-DC MPO Budget. A L-DC MPO Fund shall be set-up and maintained by the City. These fiscal management services are necessary because the Consolidated Planning Grant funds are provided to L-DC MPO on a reimbursement basis.
- 12. A cooperative agreement between L-DC MPO, City, County, and KDOT shall be completed within six (6) months of the MPO re-designation. The cooperative agreement will include a

process for conducting periodic reviews of the L-DC MPO operations, L-DC MPO staff services, and L-DC MPO financial management system.

13. The L-DC MPO 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 as well as its subcommittees including the Technical Advisory Committee. Bylaws for the L-DC MPO shall be created and approved by the L-DC MPO within six (6) months of the enactment of this Agreement. Those bylaws shall specify L-DC MPO meeting requirements, formation process for L-DC MPO subcommittees, and other items needed to assist the L-DC MPO with carrying out the 3C process (continuing, comprehensive, cooperative) in the MPA. All bylaws, and amendments thereto, 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 L-DC MPO meetings.
14. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon City and County and their successors in office.
15. 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.
16. With this re-designation and any future re-designation, any property owned by the former MPO shall be transferred to the new MPO. Upon revocation of the MPO, 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 PC 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, 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:

ATTEST:

Toni Wheeler
Director of Legal Services

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:

ATTEST:

Evan Ice
County Counselor

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

Steve Six, Attorney General – State of Kansas

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