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Coordination Between State Transportation Agencies in Multi-State Metropolitan Planning Areas: A Survey of State Practice

The purpose of this TRS is to serve as a synthesis of pertinent completed research to be used for further study and evaluation by MnDOT. This TRS does not represent the conclusions of either CTC & Associates or MnDOT.

Introduction

With the passage of MAP-21 and the increased emphasis on performance-based planning, greater coordination is expected between state departments of transportation when a metropolitan planning organization's metropolitan planning area covers more than one state. (Signed into law in July 2012, MAP-21 funds surface transportation programs and is the first long-term federal highway authorization enacted since 2005.) MnDOT is interested in learning how other state DOTs address multi-state MPO oversight and is seeking information about agreements that define participants' roles, the distribution of federal funds, best practices and any areas of concern identified by the states when coordinating multi-state MPO activities.



To meet this need, CTC & Associates conducted a survey of a select group of states expected to have experience with multi-state MPOs to identify the state of the practice with regard to coordination between state DOTs participating in a multi-state MPO.

Summary of Findings

Survey of State Practice

An email survey was distributed to 11 state DOTs that MnDOT identified as having experience with multi-state MPOs. Of the 11 states contacted—Delaware, Georgia, Indiana, Kansas, Kentucky, Maryland, Missouri, Nebraska, Ohio, Tennessee and West Virginia—only Delaware and Indiana failed to respond.

The email survey sought information in five topic areas related to state DOT participation in multi-state MPOs:

- Formal agreements with other states
- Distribution of federal funds
- Differences in planning and reporting requirements
- Areas of concern in coordinating multi-state MPO activities
- Best practices for coordinating multi-state MPO activities

The following summarizes findings in each topic area.

Formal Agreements with Other States

Seven of the nine respondents have agreements with other states participating in a multi-state MPO. (See the appendices to this report for the agreements provided by respondents.) Typical provisions in the agreements include definition of roles and responsibilities of participating entities; coordination of MPO work products; technical committee composition and participation; and designation of the lead state under the agreement.

The timing of updates to the agreements varied, ranging from no set schedule (Tennessee and West Virginia) to reviews conducted after each federal certification review (Kansas) and reviews conducted after changes in federal regulations (Georgia, Kentucky and Missouri).

The two states not engaging in formal agreements with other states involved in a multi-state MPO—Maryland and Ohio—indicated that there has never been a need for such agreements. In Maryland, a self-certification process requires each state to report on appropriate coordination by participants in the multi-state MPO.

Distribution of Federal Funds

Eight of the nine respondents provided information about the treatment of federal funds distributed to the MPO. (The Georgia respondent did not provide this type of information.)

Six respondents identified the type of grant received by the state—separate grants for Federal Highway Administration and Federal Transit Administration funds, or a consolidated planning grant that combines funds from FHWA and FTA in a single grant:

- Separate FHWA/FTA grants: Kentucky, Nebraska and Tennessee
- Consolidated planning grants: Kansas, Missouri and West Virginia

The Maryland and Ohio respondents did not specify the type of grant received by their states.

When asked if the funding was distributed as individual grants to each state or if federal funds were transferred to a single state that is then responsible for administering the funds, all respondents reported that each state receives a separate grant.

Differences in Planning and Reporting Requirements

Respondents were asked how MPOs address differences in planning or reporting requirements. Six of the nine respondents—Georgia, Kentucky, Maryland, Missouri, Nebraska and Tennessee—reported that the MPO supports differences between the states. Highlights from additional comments offered by respondents follow:

- Differences are rare (Georgia).
- Requirements are kept flexible to more easily manage conflicts (Kentucky).
- Other states have adopted policies similar to the lead state to make coordination easier for the MPO (Tennessee).

Three states—Kansas, Ohio and West Virginia—attempt to align planning and reporting requirements as much as possible. All three respondents noted that the lead state sets the precedent or makes the final decision when requirements cannot be readily aligned.

Areas of Concern in Coordinating Multi-State MPO Activities

Only one of the nine respondents—Ohio—indicated no areas of concern with multi-state MPO activities. Other respondents reported a range of concerns, including:

- Differences in the way data are collected and stored (Kentucky)
- Differing interpretations of federal or state requirements or regulations (Maryland, Missouri and West Virginia)
- Coordination of different schedules or deadlines required for documents (Kentucky, Missouri and Tennessee)
- Uncertainty about the performance-based planning and target-setting requirements required under MAP-21 (Maryland and Nebraska)
- Separate reporting requirements for each state (Tennessee)

Best Practices for Coordinating Multi-State MPO Activities

Four of the nine respondents—Kansas, Kentucky, Missouri and Ohio—shared best practices for effective coordination of multi-state MPO activities:

- Ensure effective communication. Create a “no surprises” environment by ensuring all affected entities are present and involved in MPO activities (Missouri). An MPO manual outlines the roles and responsibilities for federal partners, MPO staff and the state DOT (Kansas).
- Find common ground (Ohio).
- Be flexible and build strong partnerships (Kansas).
- Establish a mutual understanding of each state’s requirements and procedures (Kentucky).

Survey of State Practice

Survey Approach

An email survey was distributed to 11 state DOTs—Delaware, Georgia, Indiana, Kansas, Kentucky, Maryland, Missouri, Nebraska, Ohio, Tennessee and West Virginia—that MnDOT identified as having experience with multi-state MPOs. The survey consisted of the following questions:

1. Does your agency have a formal agreement such as a memorandum of understanding with the other state(s) within a multi-state metropolitan planning area that defines each state's roles and responsibilities?
 - a. If yes:
 - What topics are addressed in the agreement?
 - How often is the agreement revisited?
 - Please provide copies of relevant agreements.
 - b. If no, why not?
2. How are federal funds distributed to the multi-state MPO? For example, does each state participating in the multi-state MPO have a separate federal planning grant (either a consolidated planning grant in which Federal Highway Administration and Federal Transit Administration funds are combined or separate FHWA and FTA grants) with the MPO? Or are the federal planning funds transferred to one state for grant administration and oversight? Please describe.
3. How are differences in state planning and reporting requirements addressed? For example, is the final decision deferred to the lead state? Or does the MPO need to follow separate requirements for each state? Please describe.
4. Have you identified any areas of concern in coordinating multi-state MPO activities? Please describe.
5. Have you identified best practices for coordinating multi-state MPO activities? Please describe.
6. Do you have any other comments you'd like to share?

Summary of Survey Results

Survey results from nine of the 11 possible survey respondents—Georgia, Kansas, Kentucky, Maryland, Missouri, Nebraska, Ohio, Tennessee and West Virginia—are summarized below. Delaware and Indiana did not respond to the survey. Responses are organized in the following topic areas related to multi-state MPO coordination:

- Formal agreements with other states
- Distribution of federal funds
- Differences in planning and reporting requirements
- Areas of concern in coordinating multi-state MPO activities
- Best practices for coordinating multi-state MPO activities

The full text of the survey responses begins on page 9 of this report.

Following is a summary of findings by topic area.

Formal Agreements with Other States

[Note: The agreements provided by survey respondents and the summary below include references to federal certification reviews. In Transportation Management Areas (areas that have an urbanized area population of over 200,000), FHWA and FTA jointly review and evaluate the transportation planning process at least once

every four years to determine if the process meets the requirements of applicable federal law. If the process meets those requirements, the federal agencies jointly certify the TMA's transportation planning process.]

Seven of the nine respondents have agreements with other states participating in a multi-state MPO. The agreements address a range of issues, including:

- Roles and responsibilities of parties to the agreement
- The lead state under the agreement
- Provision of maps and traffic count data
- Coordinated development of MPO work products
- Definition of planning partners and processes
- MPO governance and structure
- Technical committee composition and responsibilities
- Federal certification reviews

The timing of agreement updates varies among respondents:

- Update as needed/reviews not formally scheduled: Tennessee and West Virginia
- Review after changes in federal requirements: Georgia, Kentucky and Missouri
- Review one year after federal certification review: Kansas
- Review at least every four years: Nebraska

Below are brief summaries of each of the seven states' agreements.

Georgia. Georgia's memorandum of understanding clarifies what is expected from each entity involved (MPO, state DOTs, transit agencies, counties and regional planning agencies). Items addressed in the MOU include:

- Providing available maps and traffic count data
- Coordinating with the MPO in developing the Statewide Transportation Improvement Program and Statewide Transportation Plan
- Providing the MPO and local agencies with current information

The agreements are updated as needed. The most recent updates were to address changes brought about by the 2010 census and new MPO boundaries, and to reflect language from MAP-21.

Kansas. In addition to defining the planning partners and MPO governance and structure, the Kansas MOU describes MPO committee structure and decision-making processes. The agreement also outlines the planning process and responsibilities, including the roles for each entity for producing the federally required core documents and functions. These documents and functions include the unified planning work program, metropolitan transportation plan, public participation plan and the congestion management process.

Typically, the MOU is revisited one year after the certification review.

Kentucky. The specific topics covered vary from one agreement to the next and may include:

- Representation on the MPO committees
- Identification of the lead state
- Procedures for resolving conflicts between states
- A description of how funding for the MPO activities will be divided between the states

- Provisions for incorporating the MPOs' Transportation Improvement Programs into the STIP
- A description of how data will be shared

The agreements will be updated in the coming months. Because some of the performance measures have yet to be finalized, Kentucky Transportation Cabinet has not yet identified the data to be shared with the MPOs. KYTC is trying to make the agreements fairly general, but they may be updated to reflect more specific language after U.S. DOT issues detailed regulations.

Missouri. For most of Missouri's bi-state MPO areas, both Missouri and the other state participating in the MPO are included in the MPO's MOU that defines roles and responsibilities. The MOU also includes local jurisdictions and agencies. The respondent noted that each MPO administers its MOU differently; his responses are based on the practices of the Kansas City MPO (Mid-America Regional Council).

The agreement addresses the role of each entity for producing MPO work products, identifying area boundaries and travel demand modeling. The agreement is revisited with each new federal authorization, adding partners to the agreement as needed and specifying federal certification reviews.

Nebraska. Nebraska Department of Roads and Iowa DOT are parties on a memorandum of agreement with the MPO (Metropolitan Area Planning Agency, an association of local governments in eastern Nebraska and western Iowa). The MOA outlines participation in the planning process, with both states maintaining membership on an MPO transportation technical advisory committee that addresses transportation and transportation-related issues.

The agreement is reviewed at least every four years.

Tennessee. Tennessee's agreements address:

- Determination of lead state
- Representation at MPO meetings
- Process for review and comment on transportation planning documents
- Coordination with FHWA offices
- Participation in the federal certification process
- Coordination regarding air quality agreements

Updates to the agreement are not formally scheduled.

West Virginia. West Virginia's agreements address:

- State funding split
- Designation of the lead agency
- Applicable federal requirements

The agreement is updated as needed using no set schedule.

Two states have not executed a formal agreement between state DOTs that addresses responsibilities within a multi-state planning area.

- **Maryland.** In four of Maryland's five multi-state MPOs, each state has a separate master agreement with the MPO. The survey respondent indicated that his agency has never been asked to develop agreements between states, and has not found a need for such agreements. A self-certification process involves generation of an annual memo that is provided separately by each state to report on appropriate coordination by participants in the multi-state MPO. The agreement for Maryland's fifth

multi-state MPO includes signatories from Maryland, Virginia, Washington, D.C., and the MPO on a Master Agreement for the National Capital Region Transportation Planning Board. This agreement is included in the appendix to this report.

- **Ohio.** The Ohio respondent wrote that “there has never been a need for such an agreement/MOU. West Virginia, Kentucky, Michigan and Ohio, and the respective multi-state MPOs, have always engaged in a collaborative and mutually beneficial planning program without the need for formal agreements.”

Distribution of Federal Funds

Respondents were asked to describe how federal funds are distributed to the multi-state MPO. The table below summarizes survey responses. (The Georgia respondent did not provide details of the state’s grant type or distribution.)

(Consolidated planning grants combine funds from FHWA and FTA into a single grant.)

Distribution of Federal Funds to States in a Multi-State MPO		
State	Type of Grant	
	Separate FHWA/FTA Grants	Consolidated Planning Grant
Kansas		X
Kentucky	X	
Maryland	Not specified	Not specified
Missouri		X
Nebraska	X*	
Ohio	Not specified	Not specified
Tennessee	X	
West Virginia		X

*Nebraska has considered a consolidated planning grant but has decided to keep transit and planning funds separate; Iowa has a consolidated planning grant.

All respondents reported that each state participating in the MPO receives a separate grant rather than having federal funds transferred to a single state that is then responsible for administering the funds. Maryland highlighted a complicated MPO funding/billing arrangement based on population and air quality conformity status.

Differences in Planning and Reporting Requirements

The tables on the next page summarize the approaches taken by MPOs to address differences in state planning and reporting requirements: supporting the differences between states or attempting to align state requirements.

MPO Supports Differences in State Planning and Reporting Requirements	
State	Comments
Georgia	MPOs follow recommendations from FHWA offices for respective states; differences are rare.
Kentucky	States try to keep requirements flexible so conflicts can be more easily managed; issues are resolved on a case-by-case basis.
Maryland	No specified lead state; MPOs may use the de facto lead state (state with the largest population) to resolve issues.
Missouri	None.
Nebraska	No uniformity between the states; each state takes the lead, as appropriate under the respective MOA, in approving unified planning work programs.
Tennessee	While the MPOs follow separate requirements for each state, in some cases, the other states have adopted policies similar to Tennessee's (the lead state) to make coordination easier for the MPOs.

MPO and States Attempt to Align Planning and Reporting Requirements	
State	Comments
Kansas	If an agreement to align requirements cannot be made, the lead state (Missouri in the sample agreement provided) has the final decision.
Ohio	States collaborate to establish a mutually acceptable solution when conflicting requirements become a problem; the state with the most population is recognized as the lead state.
West Virginia	Working relationship among states has led to a fairly consistent set of requirements; most issues are addressed in the MOU. The lead state sets the precedent.

Areas of Concern in Coordinating Multi-State MPO Activities

Only one of the nine survey respondents—Ohio—indicated no areas of concern in connection with multi-state MPO activities. The following summarizes the concerns reported by the remaining respondents.

- **Certification reviews.** Georgia and Kansas noted that recommendations for improvement are made during federal certification reviews. For Kansas, any issues identified may be addressed directly with the MPO or involve the other participating state if the identified concern affects that state.
- **Data.** Kentucky reported that differences in the way data are collected and the formats used to store data present challenges when processing and analyzing transportation data from various states.
- **Differing interpretations.** Three states—Maryland, Missouri and West Virginia—reported concerns about differing interpretations of federal or state requirements or regulations. In Maryland, concerns have arisen about potential conflicts between Maryland's state laws and codes and other states' laws and codes. The Maryland respondent noted that his agency often gets conflicting advice from federal partners or none at all.
- **Differing schedules.** Challenges in coordinating the different schedules or deadlines required for state-mandated processes or documents such as the STIP, TIP, long-range transportation plan and unified planning work program are reported by three states—Kentucky, Missouri and Tennessee.

- **Performance measures.** Two states—Maryland and Nebraska—noted that uncertainty about the performance-based planning and target-setting requirements required under MAP-21 presents potential areas for concern.
- **Separate reporting requirements.** Tennessee commented that it is sometimes a burden for the MPOs to have separate reporting requirements for each state.

Best Practices for Coordinating Multi-State MPO Activities

The following summarizes the best practices offered by four of the nine respondents—Kansas, Kentucky, Missouri and Ohio.

- **Communication.** Respondents from Kansas and Missouri said communication was critical to maintain effective working relationships.
 - In Missouri, this means creating a “no surprises” environment by ensuring all affected entities are present and involved in MPO activities. The Missouri respondent did note, however, that MPOs and states have unique challenges. What works for one area might not work for another.
 - Kansas DOT has developed an MPO manual that outlines the roles and responsibilities of federal partners, MPO staff and Kansas DOT.
- **Common ground.** The Ohio respondent recommended “playing nice” and finding common ground.
- **Flexibility.** The Kansas respondent noted that flexibility is key to building strong partnerships and working effectively within a multi-state MPO.
- **Mutual understanding.** For the Kentucky respondent, understanding the other state’s requirements and procedures is helpful when coordinating MPO activities.

Survey Results

The full text of each survey response is provided below. For reference, an abbreviated version of each question is included before the response. The full question text appears on page 4 of this report.

Georgia

Contact: C. Ryan Walker, Transportation Planning Specialist 2, Office of Planning, Georgia Department of Transportation, 404-631-1793, crwalker@dot.ga.gov.

1. **Formal agreement?** Yes.
 - 1a. **Topics addressed:** The MOU clarifies what is expected from each entity involved (MPO, state DOTs, transit agencies, counties, regional planning agencies). In regards to the state DOT roles, some items in the MOUs include, but are not limited to: provide available maps as needed to maintain the transportation study; provide traffic count data; maintain a cooperative process with the MPOs in developing the STIP [Statewide Transportation Improvement Program]; coordinate with the MPO in development of the Statewide Transportation Plan; make periodic reviews and evaluations of projected transportation needs; provide the MPO and local agencies with current information concerning the status of planning and implementation of projects within the MPO; and provide other assistance as mutually agreed upon.

Timing of updates to agreement: As needed, the most recent update(s) were to address changes brought about by the 2010 census and new MPO boundaries and to capture language from the new authorization bill (i.e., reflect language in MAP-21).
 - 1b. **Why agreements are not maintained:** N/A.

2. **Distribution of federal funds:** FHWA determines the distribution of funding according to current and previously approved federal transportation acts (MAP-21, SAFETEA-LU, etc.). The distribution of federal funds is dependent on the program and the type of funds. As mentioned in the response to question #5 below, all of Georgia's multi-state MPOs are TMAs [Transportation Management Areas]. Therefore, each MPO receives the appropriate apportionment of funding according to that specific program (STP [Surface Transportation Program] urbanized > 220K or TAP [Transportation Alternatives Program]) or type of funds (Planning, or PL, funds are separate). Separate agreements also exist for bridges which cross the state line.
3. **Addressing differences in state planning and reporting requirements:** The MPOs follow the planning process to accommodate their stakeholders and try to adhere to separate requirements for each state (if different). If different, typically the MPOs will follow separate requirements in each state via recommendations from their respective state's FHWA office. It should be noted that differences between states are a rare occurrence.
4. **Identified areas of concern?** No. However, it should be noted FHWA provides suggested areas of improvement during past on-site TMA certifications reviews.
5. **Identified best practices?** All of Georgia's multi-state MPOs are TMAs (Columbus, Augusta, Chattanooga) and past on-site TMA certifications reviews were successful and allowed for effective multi-state MPO efforts.
6. **Other comments:** Not at this time. Thank you.

Sample Agreements:

Metropolitan Planning Organization Memorandum of Understanding for the Augusta Regional Transportation Study, May 15, 2012.

See [Appendix A](#).

The agreement is executed by four cities and one county in Georgia, three cities and two counties in South Carolina, the U.S. Army Signal Center at Fort Gordon, Georgia, and Georgia and South Carolina DOTs in connection with the Augusta Regional Transportation Study. The agreement identifies the responsibilities of critical committees (technical coordinating and citizens advisory committees) and provides the responsibilities for each party to the agreement. The study covered by the agreement will be assessed at least once every five years.

Metropolitan Planning Organization Memorandum of Understanding for the Columbus-Phenix City Transportation Study, June 3, 2014.

See [Appendix B](#).

The agreement is executed by one city and two counties in Georgia, one city and two counties in Alabama, Fort Benning, Georgia, and Georgia and Alabama DOTs in connection with the Columbus-Phenix City Transportation Study. This agreement follows the same general template as the agreement above.

Kansas

Contact: Davonna C. Moore, Metro Planning Unit Manager, Kansas Department of Transportation, 785-296-0346, davonna@ksdot.org.

The state of Kansas has two multi-state MPOs:

- St. Joseph Area Transportation Study Organization (SJATSO) includes a small area within Kansas (Elwood and Wathena); see <http://stjoempo.org/>.
- Mid-America Regional Council (MARC), in the Kansas City metro area, includes Leavenworth, Johnson, Wyandotte and Miami counties; see <http://www.marc.org/>.

1. **Formal agreement?** Yes.
- 1a. **Topics addressed:** Define planning partners; MPO governance/structure: describes MPO committee structure and decision-making process; planning process and responsibilities: outlines roles for each entity for the federally required core documents and functions (UPWP, MTP, PPP, CMP) [unified planning work program, metropolitan transportation plan, public participation plan, congestion management process]; and periodic review of MOU.
Timing of updates to agreement: Typically the MOU is revisited one year after the certification review.
- 1b. **Why agreements are not maintained:** N/A.
2. **Distribution of federal funds:** The federal planning dollars (which are FHWA and FTA consolidated) called CPG [consolidated planning grant] grant is distributed separately for each MPO including multi-state MPOs. KDOT’s CPG formula does not consider “multi-state” status as a factor in distributing funds.
3. **Addressing differences in state planning and reporting requirements:** MARC, KDOT and MoDOT work cooperatively to align reporting requirements (where possible). If there is no opinion or somehow an agreement can’t be made, the lead state (Missouri in this case) has the final decision.
4. **Identified areas of concern?** Most areas of concern are identified during the MPO federal certification review. If there [are issues] that KDOT will have with the MPO, we address it to the MPO staff directly. These are typically issues that affect the Kansas side. If the MPO staff decides the issue may affect the Missouri side, we then all sit at the table to develop a solution.
5. **Identified best practices?** Communication. KDOT has developed a[n] MPO manual that clearly outlines the roles and responsibility of federal partners, MPO staff and KDOT. This allows the MPO staff to understand KDOT’s expectations.
6. **Other comments:** Strong partnerships and flexibility are key in working with multi-state MPOs. When the MPOs understand that we are in tune to their challenges as a multi-state MPO, issues are often settled quickly.

Sample Agreement and Other Documentation:

Memorandum of Understanding: Conducting the Continuing, Cooperative and Comprehensive Transportation Planning Process for the Kansas City, MO-KS Metropolitan Area, October 1, 2007.

See [Appendix C](#).

Parties to this agreement include Johnson County Transit, Kansas City Area Transportation Authority, Kansas and Missouri DOTs, MARC and Unified Government Transit. The agreement outlines the responsibilities of the parties to the agreement with regard to:

- The planning process
- Long-range transportation plan development and maintenance
- TIP development and maintenance
- Annual listing of obligated projects
- Financial plans for the long-range transportation plan and TIP
- Boundaries for the MPO planning and urbanized areas
- Studies
- Functional classification system
- Travel demand modeling
- Congestion management process
- Participation plan
- Regional intelligent transportation systems architecture
- Coordinated public transit-human service transportation plan

Metropolitan Planning Organization Manual, Kansas Department of Transportation, amended January 2013.

See [Appendix D](#).

From the introduction: The Kansas Department of Transportation Metropolitan Planning Organization (MPO) Manual was created as a best practices manual to outline federal guidelines and KDOT/MPO roles and responsibilities as it relates to the administration of the Consolidated Planning Grant (CPG) funds.

Kentucky

Contact: Thomas Witt, Transportation Engineer Specialist, Division of Planning, Kentucky Transportation Cabinet, 502-564-7183, thomas.witt@ky.gov.

1. **Formal agreement?** Yes, we have formal agreements with other states in several of our MPO areas.
 - 1a. **Topics addressed:** The specific topics covered vary somewhat from one agreement to the next and include, for example, representation on the MPO committees, identification of the lead state, procedures for resolving conflicts between states, a description of how funding for the MPO activities will be divided between the states, provisions for incorporating the MPOs' TIPs into the STIPs, and a description of how data will be shared.

Timing of updates to agreement: Agreements are updated as needed. *Follow-up response:* I'm hoping that they'll be updated within the next few months. One issue is that we don't know exactly what data we'll need to be sharing with the MPOs since some of the performance measures have yet to be finalized. At this point, we're trying to make the agreements fairly general, but they may have to be updated again to make them more specific once we have more detailed regulations from U.S. DOT.
 - 1b. **Why agreements are not maintained:** N/A.
2. **Distribution of federal funds:** Each state provides separate grants to the multi-state MPOs. Kentucky FHWA and FTA grants are administered separately (FHWA grants by the Division of Planning and FTA grants by the Office of Transportation Delivery).
3. **Addressing differences in state planning and reporting requirements:** The MPOs generally need to follow the separate requirements of each state. However, we try to keep our requirements flexible enough that conflicts with other states' requirements are minimized. Any conflicts would have to be resolved on a case-by-case basis.
4. **Identified areas of concern?** One of the biggest challenges is coordinating the MPOs' activities to simultaneously satisfy the different schedules required by each state's STIP and long-range plan update cycles. Another major challenge is processing and analyzing transportation data from various states, which may not be collected in the same way or stored in the same format.
5. **Identified best practices?** It's helpful to maintain a good working relationship with the representatives of other states that are involved in a multi-state MPO and to maintain an understanding of those states' requirements and procedures.
6. **Other comments:** As you're probably already aware, MAP-21 significantly increases the amount of data that needs to be shared between the states and MPOs. We are currently in the process of updating agreements to reflect this.

Sample Agreements:

Tri-State WV-KY-OH Memorandum of Understanding, July 1, 2013.

See [Appendix E](#).

This agreement recognizes the designation by the states of Ohio, West Virginia and Kentucky as bodies of KYOVA, an association of local governments in northeastern Kentucky, southwestern West Virginia and southern Ohio. The MOU allocates costs associated with elements of the work program and operations by percentage:

- Kentucky—31 percent
- West Virginia—50 percent
- Ohio—19 percent

The MOU identifies West Virginia as the lead state in the operation of the KYOVA MPO, and indicates that any additional planning funds from the three participating states that are not used for funding shared work elements of the UPWP can be used to fund state-specific planning activities.

Memorandum of Understanding Between the Evansville Metropolitan Planning Organization, the Kentucky Transportation Cabinet and the Henderson Area Rapid Transit, March 2010.

See [Appendix F](#).

The Evansville MPO is the designated MPO for the Evansville, Indiana, and Henderson, Kentucky, urbanized area. This agreement is between parties in Kentucky and does not include the state of Indiana.

Memorandum of Agreement Between Tennessee Department of Transportation and Kentucky Transportation Cabinet Relative to MPO Transportation Planning for the Clarksville Metropolitan Planning Organization, October/November 2007.

See [Appendix G](#).

The agreement identifies the state of Tennessee as the lead state for overall coordination of the MPO. This determination is made “because the majority of the urbanized area population, as defined by the U.S. Bureau of the Census, is within the State of Tennessee.” Issues addressed in the agreement include:

- Meetings of the MPO
- Review, comment and approval of plans, programs and other studies or documents
- Coordination among the MPO, state DOTs, FHWA and FTA
- State DOT participation in the federal certification process at least every four years
- Coordination regarding MPO air quality agreements
- Transportation planning products that will be developed by the MPO with the cooperation and assistance of the state DOTs
- Modification and termination of the agreement

Maryland

Contact: Mike Nixon, Manager, Metropolitan Planning Organizations, Office of Planning and Capital Programming, Maryland Department of Transportation, 410-865-1295, mnixon@mdot.state.md.us.

1. **Formal agreement?** No.
 - 1a. **Topics addressed:** N/A.
Timing of updates to agreement: N/A.
 - 1b. **Why agreements are not maintained:** In Maryland there are no separate agreements between the states in multi-state MPOs. Five of Maryland’s seven MPOs are multi-state. The closest thing that we have to an agreement between the states is the Master Agreement for the National Capital Region Transportation Planning Board (TPB) which is signed by Maryland, Virginia, Washington D.C. and the MPO. With the other four multi-state MPOs, the states each have separate Master Agreements with the MPO. We do not have agreements between states because we have never needed to do so or been asked to do so. This is also specified in our self-certification letters which are provided (separately by each state) in the MPO self-certification process.
2. **Distribution of federal funds:** Each state has a completely separate planning grant. We do not even see any other state grants. The MPO is responsible for keeping track internally of the separate

invoicing for each state. There is a complicated funding/billing arrangement based on population and air quality conformity status.

3. **Addressing differences in state planning and reporting requirements:** The MPO has separate requirements for each state. There are no “lead states” in any MPO, although in some MPOs the de facto informal “lead” is the state with the largest population.
4. **Identified areas of concern?** There have been no major issues to date. The MPO is the lead for the Metropolitan Planning Process, and we provide support to enable us all to carry it out. Each state has separate (and often complicated) laws and legal issues that must be respected and adhered to first and foremost. None of the Maryland MPOs have funding authority (i.e., all funding comes from the state and locals; the MPOs do NOT administer ANY funding). MPOs do not have the resources to be implementing agencies; they strictly provide planning support. That being said, MDOT has MANY concerns about the upcoming MAP-21 performance-based planning and target-setting requirements. MDOT has been doing performance-based planning and target setting for over 10 years through our Attainment Report, and we are skeptical as to how this will play out across state lines and with the MPOs.
Personally I think the PL funding constraints will drive the MPO process, and they will look to the states for resources and leadership (again, the MPOs have no funding authority or ownership of projects).
5. **Identified best practices?** No, we have not identified any best practices.
6. **Other comments:** We would like to see the results of your survey. We are very concerned about the potential conflicts between our state laws and codes with other states’ laws and codes, and how the federal “interpretation” process may play out. We currently have major issues with how each federal partner interprets legislation differently (we often get conflicting “advice,” or none at all).

Sample Agreements and Other Documentation:

Appendix A: Statement of Self-Certification, 2014 Statewide Transportation Improvement Program, Office of Planning and Capital Programming, Maryland Department of Transportation, September 11, 2104.
http://www.mdot.maryland.gov/Office_of_Planning_and_Capital_Programming/STIPandTIP/2014_STIP_Ind ex/Appendix_A.pdf

This statement of self-certification includes the following:

As MDOT oversees its modal agencies, there is close coordination in all aspects of project delivery. For the purposes of Self-Certification, SHA and MTA submit an annual memo to MDOT which details all of their responsibilities/requirements and how they are being met.

First Amendment to the Agreement By and Between the District of Columbia Department of Transportation, the Virginia Department of Transportation, the Maryland Department of Transportation and the Metropolitan Washington Council of Governments, August 2008.

See [Appendix H](#).

The original agreement (see below) specifies a review of the agreement no less frequently than every five years. This 2008 amendment changes the way invoices are handled and adds language with regard to the MPO’s provision of a disadvantaged business enterprise policy to the state/district DOTs.

Agreement By and Between the District of Columbia Department of Transportation, the Virginia Department of Transportation, the Maryland Department of Transportation and the Metropolitan Washington Council of Governments, October 30, 2003.

See [Appendix I](#).

This MOU establishes the National Capital Region Transportation Planning Board as the entity designated by the MPO to “guide the administration and direction of a transportation planning process for the Washington metropolitan area.” The agreement describes the handling of projects, budgets and financing, and identifies responsibilities. Other clauses address the timing of projects, the handling of compensation, method of payment, accounting, audit and inspection of records.

Missouri

Contact: Ben Reeser, Long-Range Transportation Planning Coordinator, Missouri Department of Transportation, 573-526-0123, ben.reeser@modot.mo.gov.

1. **Formal agreement?** For most of Missouri's bi-state MPO areas, both Missouri and the other state are included in the MPO's memorandum of understanding that defines roles and responsibilities. The MOU also includes local jurisdictions and agencies. Each MPO administers their MOU differently. I provided responses based primarily on the Kansas City MPO (Mid-America Regional Council, or MARC).
 - 1a. **Topics addressed:** The role of each entity for MPO work products (MTP, TIP, UPWP), area boundaries, travel demand modeling, etc.
Timing of updates to agreement: Revisited with new federal authorization, adding partners to the agreement, federal certification reviews (see page 11 of the MOU below).
 - 1b. **Why agreements are not maintained:** N/A.
2. **Distribution of federal funds:** Each participating state has a separate planning grant with the MPO. In Missouri, we use consolidated planning grants.
3. **Addressing differences in state planning and reporting requirements:** The MPO follows requirements for each state.
4. **Identified areas of concern?** It can be challenging, at times, to provide consistent direction to the MPO related to differing interpretations of federal requirements/regulations, or different state-mandated processes.
5. **Identified best practices?** Create a "no surprises" environment by ensuring communication, meetings, committees, etc. are inclusive of all impacted entities. Providing consistent approaches from the state/federal level are very beneficial to the MPO.
6. **Other comments:** MPOs and states have unique challenges. What works for one area might not work for another.

Sample Agreement:

Memorandum of Understanding: Conducting the Continuing, Cooperative and Comprehensive Transportation Planning Process for the Kansas City, MO-KS Metropolitan Area, April/May 2014.
See [Appendix J](#).

This agreement is similar to the MOU provided by the Kansas respondent (see [Appendix C](#)), with one major difference: the inclusion of a city as a party to the agreement. Parties to this agreement include the city of Independence, Johnson County Transit, Kansas City Area Transportation Authority, Kansas and Missouri DOTs, MARC and Unified Government Transit. The agreement outlines the responsibilities of the parties to the agreement with regard to:

- The planning process
- Metropolitan transportation plan development and maintenance
- TIP development and maintenance
- Annual listing of obligated projects
- Financial plans for the metropolitan transportation plan and TIP
- Performance-based planning and decision-making
- Studies
- Boundaries for the MPO planning and urbanized areas
- Functional classification system
- Travel demand modeling
- Congestion management process
- Participation plan
- Regional intelligent transportation systems architecture
- Coordinated public transit-human service transportation plan

Nebraska

Contact: Brad Zumwalt, Highway Planning Manager, Planning & Project Development Division, Nebraska Department of Roads, 402-479-4623, brad.zumwalt@nebraska.gov.

Note: While Brad Zumwalt indicates in his survey response that there is not a formal agreement between states, the agreement he provided does include as parties to the agreement the two impacted state DOTs (Iowa and Nebraska) and the MPO (Metropolitan Area Planning Agency, or MAPA).

1. **Formal agreement?** No.
- 1a. **Topics addressed:** N/A.
Timing of updates to agreement: N/A.
- 1b. **Why agreements are not maintained:** We have a[n] MOA with the multi-state MPO. Iowa is a party on the MOA, but the MOA is with the MPO.
2. **Distribution of federal funds:** Each state has a separate program with the MPO. Iowa has a consolidated planning grant. Nebraska has considered a CPG but, at this time, has decided to keep the transit and planning funds separate (distributed separately with separate agreements and invoices).
3. **Addressing differences in state planning and reporting requirements:** MPOs follow separate planning and reporting requirements for each state. There is no uniformity between the states. Each state does take a lead in approving UPWPs and UPWP amendments (i.e., Iowa is the lead for SIMPCO (Sioux City) [Siouxland Interstate Metropolitan Planning Council; see <http://simpco.org/>]; Nebraska is the lead for MAPA (Omaha/Council Bluffs) [see <http://www.mapacog.org/>]).
4. **Identified areas of concern?** Not really, but this may change as we develop performance measures and performance measure reporting.
5. **Identified best practices?** No.
6. **Other comments:** Not at this time.

Sample Agreement:

Memorandum of Agreement for Transportation Planning and Programming By and Between the Metropolitan Area Planning Agency, Metro Transit, Iowa Department of Transportation, and the Nebraska Department of Roads, February 2014.

See [Appendix K](#).

Nebraska and Iowa are parties to this agreement with the MAPA, an association of local governments in eastern Nebraska and western Iowa. The agreement outlines participation in the planning process, with an MPO transportation technical advisory committee that addresses transportation and transportation-related issues. Both states maintain membership on this committee. The TTAC offers recommendations on the unified planning work program, TIP, long-range transportation plan, and policies and programs of the MPO. The agreement is reviewed at least every four years.

Ohio

Contact: Dave Moore, Statewide Planning Manager, Ohio Department of Transportation, 614-466-0754, dave.moore1@dot.state.oh.us.

1. **Formal agreement?** No.
- 1a. **Topics addressed:** N/A.
Timing of updates to agreement: N/A.

- 1b. **Why agreements are not maintained:** There has never been a need for such an agreement/MOU. West Virginia, Kentucky, Michigan, Ohio and the respective multi-state MPOs have always engaged in collaborative and mutually beneficial planning programs without the need for formal agreements.
2. **Distribution of federal funds:** The respective states maintain separate metropolitan planning program fiscal processes with each MPO. The MPOs document the states' fiscal participation in their annual work programs.
3. **Addressing differences in state planning and reporting requirements:** In general, reporting requirements are well aligned (work program development and budgeting schedules, progress reporting, audit schedules). The state with [the] most population is typically recognized as the lead state. In the event that a conflicting "planning" or "reporting requirement" becomes a problem, the states collaborate to establish an outcome that meets each of our needs. The state with the most population functions as lead state.
4. **Identified areas of concern?** No concerns.
5. **Identified best practices?** Play nice, find common ground.
6. **Other comments:** [No response.]

Sample Agreement: None provided.

Tennessee

Contact: Angie Midgett, Manager, Regional Planning Office, Long Range Planning Division, Tennessee Department of Transportation, 615-741-3431, angela.midgett@tn.gov.

1. **Formal agreement?** Yes.
 - 1a. **Topics addressed:** Determination of lead state; representation at MPO meetings; process for review and comment on transportation planning documents; coordination with FHWA offices; participation in federal certification process; and coordination regarding air quality agreements.
Timing of updates to agreement: There is no set time period for updates to the agreement.
- 1b. **Why agreements are not maintained:** N/A.
2. **Distribution of federal funds:** Each state is in charge of the federal funds that are allocated to their state. The TN FHWA and FTA funds are not combined in a consolidated planning grant. We have discussed combining the FHWA and FTA funds, and if we do this it will only be the federal funds that are allocated to TN.
3. **Addressing differences in state planning and reporting requirements:** The MPOs have to follow separate requirements for each state. TN is the lead state for all of our bi-state MPOs and in some cases the other states have adopted similar policies to make the requirements easier for the MPOs.
4. **Identified areas of concern?** It is sometimes a burden for the MPOs to have separate reporting requirements for each state, as well as different deadlines for documents such as the UPWP and TIP.
5. **Identified best practices?** We have not identified any best practices for coordinating multi-state MPO activities.
6. **Other comments:** No other comments.

Sample Agreement:

Memorandum of Agreement Between Tennessee Department of Transportation and Commonwealth of Virginia Relative to MPO Transportation Planning for the Bristol Metropolitan Planning Organization, September/October 2008.

See [Appendix L](#).

This agreement follows a template that appears to have been used for the sample agreement provided by Kentucky in connection with the Clarksville MPO (see [Appendix G](#)). The state of Tennessee is identified as the lead state for overall coordination of the MPO. This determination is made "because

the majority of the urbanized area population, as defined by the U.S. Bureau of the Census, is within the State of Tennessee.” Issues addressed in the agreement include:

- Meetings of the MPO
- Review, comment and approval of plans, programs and other studies or documents
- Coordination among the MPO, state DOTs, FHWA and FTA
- State DOT participation in the federal certification process at least every four years
- Coordination regarding MPO air quality agreements
- Transportation planning products that will be developed by the MPO with the cooperation and assistance of the state DOTs
- Modification and termination of the MOA

West Virginia

Contact: Perry J. Keller, Unit Leader, Statewide & Urban Planning, West Virginia Department of Transportation, 304-558-9591, perry.j.keller@wv.gov.

1. **Formal agreement?** Yes.
- 1a. **Topics addressed:** State funding split, who is the lead (cognizant) agency, applicable federal requirements, etc.
Timing of updates to agreement: As needed. Probably not often enough.
- 1b. **Why agreements are not maintained:** N/A.
2. **Distribution of federal funds:** We typically do consolidated planning grants from all states involved. In one case the one state has a planning grant for both FHWA and FTA funds.
3. **Addressing differences in state planning and reporting requirements:** Most of that is worked out in the MOU. The lead state is the one that sets the precedent, although the working relationship among states has led to a fairly consistent set of requirements.
4. **Identified areas of concern?** Multijurisdictional FHWA and FTA differences in opinions on certain matters.
5. **Identified best practices?** We have a long history of working with our state partners and have worked well together.
6. **Other comments:** [No response.]

Sample Agreement: None provided.

Appendix A

METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING

FOR THE

AUGUSTA REGIONAL TRANSPORTATION STUDY

BETWEEN

The Georgia cities of Hephzibah, Blythe and Grovetown, Columbia County, Georgia, Augusta, Georgia, the Augusta Georgia Planning and Development Department, United States Signal Center and Fort Gordon, the Georgia Department of Transportation, the South Carolina Counties of Aiken and Edgefield, the South Carolina Cities of Aiken, North Augusta, and Burnetown, and the South Carolina Department of Transportation, in cooperation with the U.S. Department of Transportation.

RELATIVE TO

The urban transportation planning process known as the “Augusta Regional Transportation Study”

I. IT IS THE INTENTION OF THE PARTIES:

- A. That the Augusta Regional Transportation Study (ARTS) is to:
 - 1. Maintain a continuing, cooperative and comprehensive transportation planning process as defined in Title 23 USC Section 134 and results in plans and programs consistent with comprehensively planned development of the urbanized area.
 - 2. Update and revise the 20 Year Multimodal Transportation Plan, to create a fiscally feasible transportation system that integrates thoroughfare development, public mass transportation, air facilities, rail systems, intermodal facilities, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land use plans and overall social, economic, environmental, and energy conservation plans, goals and objectives.

3. Create a functional relationship between transportation planning and city-county development.
4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated periodically.
5. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning Process.

II. **IS FURTHER AGREED**, that the areas of responsibility of the aforementioned counties, municipalities, and government agencies shall lie within the Metropolitan Area Boundary established by the Policy Committee of the Augusta Regional Transportation Study. This area includes all of Richmond County and parts of Columbia County, Aiken County and Edgefield County.

III. **IT IS FURTHER AGREED**, that the Metropolitan Planning Organization (MPO), as designated by the Governors of Georgia and South Carolina, is the Augusta Planning and Development Department, a Department within the Augusta, GA city government. The Augusta MPO shall have the primary responsibility for carrying out the urban transportation planning process and of developing the planning work programs, transportation plan, and transportation improvement program

IV. **IT IS FURTHER AGREED**, that the ARTS shall be coordinated by a project director who shall be the Director of the Augusta Georgia Planning and Development Department or his designee and the staff of said agency shall serve, in part, as staff to the ARTS program and process. Additional staff resources may be provided, upon request, from the Technical Coordinating Committee (TCC) membership and existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the Policy Committee.

V. **IT IS FURTHER AGREED**, that the ARTS Policy Committee shall continue to adopt appropriate goals, work programs, and plans; and establish the need, form, and direction of future transportation improvements in the ARTS area. The Policy Committee shall be the MPO forum for cooperative decision-making by elected and appointed officials of general purpose

local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the ARTS planning process and other involved agencies shall comprise the Policy Committee. The membership shall be enumerated in the Policy Committee Bylaws. The Policy Committee shall have final authority in the matters of policy and plan adoption for the Augusta Regional Transportation Study.

- VI. **IT IS FURTHER AGREED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all the applicable departments, advisory agencies, and multimodal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The TCC shall provide the technical guidance and direction of the Augusta Regional Transportation Study. The membership shall be enumerated in the Technical Coordinating Committee Bylaws.
- VII. **IT IS FURTHER AGREED**, that the Citizens Advisory Committee (CAC) shall continue to function as a public information and involvement committee, and shall be representative of a cross-section of the community. The CAC shall keep the Policy Committee and the Technical Coordinating Committee informed of the community's perspective and shall also provide information to the community about transportation policies and issues. The membership shall be enumerated in the Citizens Advisory Committee Bylaws.
- VIII. **IT IS FURTHER AGREED**, that the various committees meet at the appropriate stages in the planning process in accordance with the bylaws adopted by each committee.
- IX. **IT IS FURTHER AGREED**, that the **Georgia Department of Transportation**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:
- a. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.
 - b. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. Said models shall be the "official" ARTS models. The Department shall also provide the expertise and computer software to maintain and update the model as necessary.

- c. Make periodic reviews of projected transportation needs; and revisions, when necessary, of the multimodal transportation plan.
- d. Aid the MPO in the preparation of planning-oriented preliminary engineering, right-of-way, and construction cost estimates for multimodal projects in the ARTS Multimodal Transportation Plan.
- e. Provide local agencies with current information concerning the status of planning and implementation of the ARTS Multimodal Transportation Plan.
- f. Work cooperatively with all participating agencies when it is necessary to complete a Major Investment Study.
- g. Incorporate, without modification, the Georgia portion of the adopted ARTS Transportation Improvement Program into Georgia's State Transportation Improvement Program; and coordinate with the ARTS Multimodal Transportation Plan in the development of the Georgia Statewide Transportation Plan.
- h. Facilitate with all participating parties an understanding of the development and amendment process for the Transportation Improvement Program and the Statewide Transportation Improvement Program.
- i. Annually certify to the FHWA and the FTA, concurrently with the Augusta MPO, that the ARTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
- J Provide various types of traffic count data.
- k. Provide other assistance as mutually agreed upon.

X. **IT IS FURTHER AGREED**, that the **South Carolina Department of Transportation**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.

- a. Aid the MPO in the preparation of planning-oriented preliminary engineering, right-of-way, and construction cost estimates for multimodal projects in the ARTS Multimodal Transportation Plan. Provide local agencies with current information concerning the status of planning and implementation of the ARTS Multimodal Transportation Plan.

- b. Work cooperatively with all participating agencies when it is necessary to complete a Major Investment Study.
- c. Incorporate, without modification, the South Carolina portion of the adopted ARTS Transportation Improvement Program into the South Carolina State Transportation Improvement Program; and coordinate with the ARTS Transportation Plan in the development of the South Carolina Statewide Transportation Plan.
- d. Annually certify to the FHWA and the FTA, concurrently with the Augusta MPO, that the ARTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
- e. Provide various types of traffic count data.
- f. Perform other duties as described in the Contract between the South Carolina Department of Transportation, Aiken County, and the Augusta Georgia Planning and Development Department for the Use of Section 104(f) Funds dated October 5, 1994.

XI. **IT IS FURTHER AGREED**, that the **Augusta Georgia Planning and Development Department**, a Department within the Augusta, GA city government, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

- a. Assist in the preparation of planning-oriented preliminary engineering, right-of-way and construction cost estimates for projects in the ARTS Multimodal Transportation Plan.
- b. Update and maintain maps showing existing and proposed land use, and compare actual and projected land development.
- c. Evaluate zoning and subdivision requests for impacts on or from projects in the ARTS Multimodal Transportation Plan.
- d. Provide or obtain social and community development plans as may relate to transportation needs.
- e. Develop and maintain base-year and horizon-year socioeconomic data, by traffic analysis zone (TAZ), for use in ARTS traffic simulation models.
- f. Make recommendations for revisions of the ARTS Multimodal Transportation Plan to conform to any new planning goals, objectives, policies, or developments.
- g. Periodically review traffic analysis zone (TAZ) boundaries and make recommendations to the Technical Coordinating Committee to revise said boundaries as necessary. Cooperate

with the Georgia and South Carolina Departments of Transportation in making any changes to TAZ boundaries.

- h. Provide needed maps, aerial photographs, charts, records, and directories to the extent possible.
- i. Collect, analyze, and distribute traffic data, such as traffic counts and accident data, to the public, governmental agencies, and other parties.
- j. Maintain and update a fiscally-constrained, multimodal transportation plan that results in the development of an integrated intermodal transportation system that facilitates the efficient movement of people and goods. The transportation plan shall be reviewed and updated at least every five years.
- k. Maintain, and update annually, a fiscally-constrained, three-year, multimodal Transportation Improvement Program (TIP) for Georgia, and a five-year TIP for South Carolina.
- l. Prepare an annual Unified Planning Work Program to document planning activities to be performed in the next fiscal year; in sufficient detail to indicate who will perform the work, the schedule for completion and the end products.
- m. Prepare an annual Performance Report that compares actual accomplishments to the work element descriptions in the Unified Planning Work Program.
- n. Compile, maintain, and document data on existing water, air, freight and rail terminal and transfer facilities.
- o. Maintain and update as necessary the ARTS Public Involvement Policy (PIP). The PIP documents how the MPO will support early and continuing involvement of the public in the development of transportation policies, plans and programs.
- p. Cooperate with the Georgia and South Carolina Departments of Transportation in the development and implementation of any transportation management systems mandated by Federal law. The MPO will have the lead responsibility in the development of the ARTS Congestion Management System.
- q. Ensure that the Congestion Management System and any other applicable management systems shall, to the extent appropriate, be part of the metropolitan transportation planning process, and shall be considered in the development of the transportation plan and the TIP.
- r. Work cooperatively with all participating agencies when it is necessary to complete a Major Investment Study.

- s. Perform duties as described in the Contract between the South Carolina Department of Transportation, Aiken County, and the Augusta Georgia Planning and Development Department for the Use of Section 104(f) Funds dated October 5, 1994.
- t. Annually certify to the FHWA and the FTA, concurrently with the Georgia and South Carolina Departments of Transportation, that the ARTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
- u. Prepare and submit quarterly and annual FTA reports.

XII. IT IS FURTHER AGREED, that the **City of Augusta Georgia, as the local government**, within its official jurisdiction be responsible for the following:

- a. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations which could affect the ARTS program will be coordinated with the Technical Coordinating Committee and the Policy Committee.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
- c. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for ARTS construction projects and be the agent responsible for acquiring said right-of-way.
- d. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way and construction cost estimates for the ARTS Multimodal Transportation Plan.
- e. Be responsible for cooperating with the Augusta Georgia Planning and Development Department insofar as its authority extends.

XIII. IT IS FURTHER AGREED, that **Augusta Public Transit (APT)** shall:

- a. Provide instructions and directions to the Augusta Georgia Planning and Development Department as to studies and plans to be conducted on its behalf by the Augusta Georgia Planning and Development Department, including, but not limited to, corridor and sub-area studies when necessary.

- b. Make available to the Augusta Georgia Planning and Development Department any records, documents or information necessary to accomplish APT's planning objectives and to develop the Augusta Multimodal Transportation Plan and the TIP.
- c. Cooperate with the Georgia Department of Transportation in the development of any management systems mandated by Federal law..
- d. Work cooperatively with all participating agencies when it is necessary to complete a Major Investment Study.

XIV. **IT IS FURTHER AGREED**, that the **City of Grovetown, Georgia** within its official jurisdiction be responsible for the following:

- a. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations which could affect the ARTS program will be coordinated with the Technical Coordinating Committee and the Policy Committee.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
- c. Aid the MPO in developing preliminary engineering, right-of-way and construction cost estimates where applicable for the ARTS Multimodal Transportation Plan.
- d. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for ARTS construction projects and be the agent responsible for acquiring said right-of-way.

XV. **IT IS FURTHER AGREED**, that **Columbia County, Georgia** within its official jurisdiction be responsible for the following:

- a. Provide the staff of the Augusta Georgia Planning and Development Department with information needed to maintain and update ARTS transportation plans and to carry out work elements in the UPWP.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.

- c. Aid the MPO in developing preliminary engineering, right-of-way and construction cost estimates for the ARTS Multimodal Transportation Plan.
- d. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for ARTS construction projects and be the agent responsible for acquiring said right-of-way.

XVI. **IT IS FURTHER AGREED**, that the **Aiken County, South Carolina** within its official jurisdiction be responsible for the following:

- a. Provide the staff of the Augusta Georgia Planning and Development Department with information needed to maintain and update ARTS transportation plans and to carry out work elements in the UPWP.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO and the Aiken County Planning and Development department for analysis and reports.
- c. Aid the MPO in developing preliminary engineering, right-of-way and construction cost estimates for the ARTS Multimodal Transportation Plan.
- d. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for ARTS construction projects and be the agent responsible for acquiring said right-of-way.
- e. Perform duties as described in the Contract between the South Carolina Department of Transportation, Aiken County, and the Augusta Georgia Planning and Development Department for the Use of Section 104(f) Funds dated October 5, 1994.

XVII. **IT IS FURTHER AGREED**, that the **Edgefield County, South Carolina** within its official jurisdiction be responsible for the following:

- a. Provide the staff of the Augusta Georgia Planning and Development Department with information needed to maintain and update ARTS transportation plans and to carry out work elements in the UPWP.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO and the Aiken County Planning and Development department for analysis and reports.

- c. Aid the MPO in developing preliminary engineering, right-of-way and construction cost estimates for the ARTS Multimodal Transportation Plan.

XVIII. IT IS FURTHER AGREED, that the **City of North Augusta, South Carolina** within its official jurisdiction be responsible for the following:

- a. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations which could affect the ARTS program will be coordinated with the Technical Coordinating Committee and the Policy Committee.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO and the Aiken County Planning and Development Department for analysis and reports.
- c. Aid the MPO in developing preliminary engineering, right-of-way and construction cost estimates where applicable for the ARTS 20 Year Transportation Plan.
- d. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for ARTS construction projects and be the agent responsible for acquiring said right-of-way.

XIX. IT IS FURTHER AGREED, that the **City of Aiken, South Carolina** within its official jurisdiction be responsible for the following:

- a. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations which could affect the ARTS program will be coordinated with the Technical Coordinating Committee and the Policy Committee.
- b. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
- c. Aid the MPO in developing preliminary engineering, right-of-way and construction cost estimates where applicable for the ARTS 20 Year Transportation Plan.

- d. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for ARTS construction projects and be the agent responsible for acquiring said right-of-way.

XX. **IT IS FURTHER AGREED**, that the **City of Burnetown, South Carolina** shall provide the staff of the Augusta Georgia Planning and Development Department with information needed to maintain and update ARTS transportation plans and to carry out work elements in the UPWP

XXI. **IT IS FURTHER AGREED**, that the **City of Hephzibah, Georgia** shall provide the staff of the Augusta Georgia Planning and Development Department with information needed to maintain and update ARTS transportation plans and to carry out work elements in the UPWP.

XXII. **IT IS FURTHER AGREED**, that the **City of Blythe, Georgia** shall provide the staff of the Augusta Georgia Planning and Development Department with information needed to maintain and update ARTS transportation plans and to carry out work elements in the UPWP.

XXIII. **IT IS FURTHER AGREED**, that the **Lower Savannah Council of Governments (LSCOG)**, in its capacity as administrator of **Aiken County Transit**, shall:

- a. Make available to the Augusta Georgia Planning and Development Department any records, documents or information necessary to accomplish planning objectives related to Aiken County Transit and to develop the Augusta Multimodal Transportation Plan and the TIP.
- b. Cooperate with the South Carolina Department of Transportation in the development of any management systems mandated by Federal law.
- c. Work cooperatively with all participating agencies when it is necessary to complete a Major Investment Study.

XXIV. IT IS FURTHER AGREED, that **US Signal Center and Fort Gordon** either provide or assist the staff of the Augusta Georgia Planning and Development Department in gathering information needed to maintain and update ARTS transportation plans, to carry out work elements in the UPWP, and to insure that Fort Gordon is adequately served by the ARTS.

XXV. IT IS FURTHER AGREED, that:

- a. **The Study** shall be of a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Georgia and South Carolina Departments of Transportation and the U.S. Department of Transportation.
- b. A reappraisal shall be made of the Study whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics, or at least once every five (5) years.
- c. The participating agencies shall cooperate in all phases of the Study. Adequate and competent personnel shall be assigned to insure development of adequate and reliable data.
- d. All parties to this agreement shall have access to all study related information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 15th day of May, 2012.

CITY OF AUGUSTA, GEORGIA

Buddy W. Murphy
Witness

[Signature]
Notary Public
Notary Public, Richmond County, Georgia
My Commission Expires Nov. 17, 2015

[Signature]
Mayor - Deke Copenhaver

AGM
1/9/12

AUGUSTA PUBLIC TRANSIT - AUGUSTA GEORGIA

[Signature]
Witness

[Signature]
Notary Public My Commission Expires
April 13, 2013

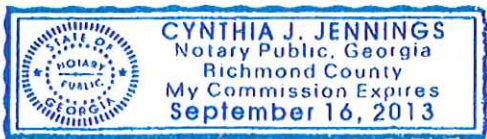
[Signature]
General Manager - Mike Rosson

CITY OF HEPHZIBAH GEORGIA

[Signature]
Witness

[Signature]
Notary Public

[Signature]
Commission Chairman - Robert Buchwitz



CITY OF BLYTHE GEORGIA

Jesset Homby
Witness

Patricia H. Cole
Mayor – Patricia Cole

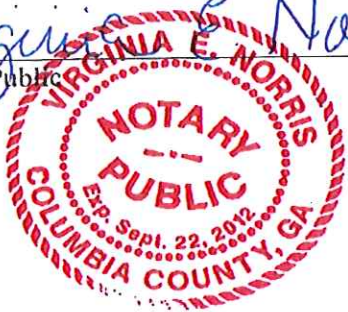
Loriana H. Chansey
Notary Public
Loriana H. Chansey
Notary Public
Richmond County, Georgia
My Commission Expires Nov. 8, 2013

CITY OF GROVETOWN GEORGIA

Shirley Beasley
Witness

George James
Mayor – George James

Virginia E. Norris
Notary Public

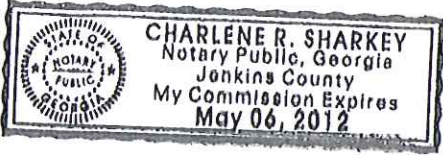


COUNTY OF COLUMBIA GEORGIA

Janebeth B. Wells
Witness

Ron Cross
Commission Chairman – Ron Cross

Charlene R. Sharkey
Notary Public



AUGUSTA GEORGIA PLANNING AND DEVELOPMENT DEPARTMENT

Gay C. Schmitt
Witness

Debra Russell
Notary Public
My Commission Expires
April 13, 2013

George A. Patty
Director – George A. Patty

COUNTY OF AIKEN, SOUTH CAROLINA

ATTEST:

Tamara Sullivan
Tamara Sullivan, Council Clerk

SIGNED:

Ronnie Young
Ronnie Young, Chairman

Chris A. Caesar
Notary Public

Commission Expires:

My Commission Expires
February 7, 2016

BEST FRIEND EXPRESS

William Gray
Witness

Frances Blewett
Notary Public

Connie N. Shade
Executive Director, Lower Savannah COG
Connie Shade

My Commission Expires
September 2, 2018

CITY OF NORTH AUGUSTA, SOUTH CAROLINA

[Signature]
Witness

Diana M. Miller
Notary Public

[Signature]
Mayor - Lark W. Jones

Sworn to and Subscribed Before Me,
This 25th Day of October, 2011
Signed: Diana M. Miller
Notary Public of South Carolina
My Commission Expires: June 27, 2016

CITY OF AIKEN SOUTH CAROLINA

Susan L. Mimmie
Witness

Sara B. Ridout
Notary Public

[Signature]
Mayor - Fred Cavanaugh

FORT GORDON, GEORGIA

[Signature]
Witness

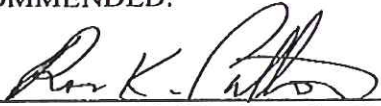
Frances Anthony
Notary Public

[Signature]
Colonel Robert A. Barker
Commanding, US Army Garrison, Fort Gordon



Signed, Sealed, and Executed for the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

RECOMMENDED:



Ron K. Patton, Chief Engineer for Planning, Location, and Design



John V. Walsh, Deputy Secretary for Engineering

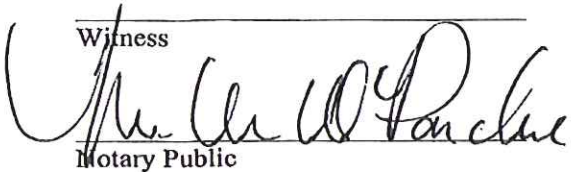
Attest:



Mark C. Lester, Director of Planning and Environmental

MUNICIPALITY OF BURNETTOWN SOUTH CAROLINA

Witness



Notary Public



Mayor – C. H. Williams

Signed, Sealed, and Executed for the GEORGIA DEPARTMENT OF TRANSPORTATION:

RECOMMENDED:

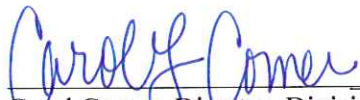
Toby Carr, Director of Planning



Witness



Keith Golden
Georgia DOT Commissioner



Carol Comer, Director, Division of Intermodal

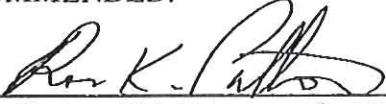


Witness

Notary Public

Signed, Sealed, and Executed for the SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

RECOMMENDED:



Ron K. Patton, Chief Engineer for Planning, Location, and Design



John V. Walsh, Deputy Secretary for Engineering

Attest:



Mark C. Lester, Director of Planning and Environmental

Appendix B

METROPOLITAN PLANNING ORGANIZATION

MEMORANDUM OF UNDERSTANDING FOR THE COLUMBUS-PHENIX CITY TRANSPORTATION STUDY

BETWEEN

The Consolidated Government of Columbus, Georgia; the City of Phenix City, Alabama; the Counties of Lee and Russell, Alabama; Fort Benning, Georgia; Chattahoochee County, Georgia; Harris County, Georgia; the Alabama Department of Transportation and the Georgia Department of Transportation in cooperation with the U.S. Department of Transportation.

RELATIVE TO

The continuing, comprehensive, and cooperative urban transportation planning process known as the "Columbus-Phenix City Transportation Study" (C-PCTS).

1. **IT IS THE INTENTION OF THE PARTIES**, that the Columbus-Phenix City Transportation Study is to:
 1. Moving Ahead for Progress in the 21st Century (MAP-21) carries on the planning process which calls for continuous, comprehensive, and cooperative planning by the state and local governments as defined in Title 23 USC Section 134 and Section 5303 of the Federal Transit Act. The eight (8) SAFETEA-LU Planning Factors are retained in MAP-21 as the Scope of the Planning Process and results in plans and programs consistent with comprehensive planning development of the urbanized area.
 2. Update and revise the Columbus-Phenix City Multi-Modal Transportation Plan, to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, rail systems, bicycle and pedestrian facilities and transportation enhancements; and reflects consideration of the area's comprehensive land-use plan and overall social, economic, environmental, energy conservation plans, goals and objectives.
 3. Create a functional relationship between transportation planning and the development of the cities and counties in the area.
 4. Maintain the data obtained in the original data collection phase of the study and any pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated as necessary.
 5. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning Process.
2. **IT IS FURTHER INTENDED** that the areas of responsibility of the aforementioned counties, municipalities, and government agencies shall lie within the Metropolitan Area Boundary established by the Policy Committee as the Columbus-Phenix City Transportation Study.

3. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governors of Georgia and Alabama is the Columbus Department of Planning. With majority consent from the Columbus-Phenix City Policy Committee, the MPO shall have the primary responsibility for carrying out the urban transportation planning process and of developing the planning work program, transportation plan, and transportation improvement program.
4. **IT IS FURTHER INTENDED**, that the C-PCTS shall be coordinated by a project director, who shall be the Director of the Department of Planning or his designee; and the staff of the Transportation Planning Division of the Department of Planning shall serve, as the primary staff to the C-PCTS program and process. Additional staff resources may be provided, upon request, from the Technical Coordinating Committee (TCC) membership and existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the Policy Committee.
5. **IT IS FURTHER INTENDED**, that the C-PCTS Policy Committee shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the Columbus-Phenix City area. The Policy Committee shall be the MPO forum for cooperative decision making by principal elected and appointed officials of general purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the C-PCTS planning process and other involved agencies shall comprise the Policy Committee Bylaws. The membership shall be enumerated in the Policy Committee Bylaws. The Policy Committee shall have the final authority in the matters of policy and plan adoption for the Columbus-Phenix City Transportation Study.
6. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all operating departments, advisory agencies, and Multi-modal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing Columbus-Phenix City Transportation Study shall be furnished by the TCC. The membership shall be enumerated in the Technical Coordinating Committee Bylaws.
7. **IT IS FURTHER INTENDED**, that the Citizens Advisory Committee (CAC) shall continue to function as a public information and involvement committee, and shall be representative of a cross-section of the communities. The CAC shall keep the Policy and the Technical Coordinating Committee informed of the communities perspective and shall provide information to the community about transportation policies and issues. The membership shall be enumerated in the Citizens Advisory Committee Bylaws.
8. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the bylaws adopted by each committee.

9. **IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT), only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.
2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. The models shall be the "official" C-PCTS models. The Department shall also provide the expertise and computer software for the above mentioned tasks.
3. Make periodic reviews and evaluations of projected transportation needs; and revisions, when necessary, of the Multi-modal transportation plan.
4. Aid the MPO in the preparation of planning oriented preliminary engineering, right-of-way, construction cost estimates, and certain transit, rail, aviation, and port records where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. Provide the local agencies with current information concerning the status of planning and implementation of projects in the Columbus-Phenix City Multi-modal Transportation Plan.
6. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
7. Enter into a cooperative process and coordinate with MPO participants an understanding of the development and amendment process for the State Transportation Improvement Program (STIP).
8. Incorporate, with modification, the adopted C-PCTS Transportation Improvement Program into the State Transportation Improvement Program; and coordinate with the C-PCTS Transportation Plan in the development of the Statewide Transportation Plan.
9. Annually certify, concurrently with the C-PCTS MPO, to the FHWA and the FTA that the C-PCTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
10. Provide various types of traffic count data.
11. Provide other assistance as mutually agreed upon.

10. **IT IS FURTHER INTENDED**, that the Alabama Department of Transportation, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.
2. Aid the MPO in preparation of planning-oriented preliminary engineering, right-of-way cost, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.

3. Provide the local agencies with current information concerning the status of planning and implementation of projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 4. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
 5. Incorporate, with modification, the adopted C-PCTS Transportation Improvement Program into the State Transportation Improvement Program; and coordinate with the C-PCTS Transportation Plan in the development of the Statewide Transportation Plan.
 6. Annually certify, concurrently with the C-PCTS MPO, to the FHWA and the FTA that the C-PCTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.
 7. Provide various types of traffic data.
 8. Provide other assistance as mutually agreed upon.
11. **IT IS FURTHER INTENDED**, that the Columbus Department of Planning/Metropolitan Planning Organization (MPO), only to the extent that it may be bound by contracts, which may hereafter be entered into, shall be responsible for the following:
1. Prepare planning-oriented preliminary engineering, right-of-way and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 2. Update and maintain maps showing existing and proposed land use, and make appraisals of actual land development in comparison with projections.
 3. Review zoning and subdivision request in accordance with the C-PCTS Transportation and Land Use Plans.
 4. Provide social and community development plans as may relate to transportation needs.
 5. Develop and maintain base and projected population, housing, employment, economic, vehicle and land use data by traffic zone and supply information as requested concerning special generators.
 6. Make recommendations for revisions of the Columbus-Phenix City Multi-modal Transportation Plan to conform to new planning goals, objectives, policies, or developments.
 7. Periodically review traffic zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
 8. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
 9. Collect, analyze, and distribute traffic data such as traffic counts and accident rate to the public, governmental agencies, and other parties.
 10. Prepare and publish as necessary, a fiscally constrained 20 Year Multi-modal Transportation Plan that leads to the development of an integrated inter-modal

transportation system that facilitates the efficient movement of people and goods. The transportation plan shall be reviewed and updated at least every five (5) years.

11. Prepare and maintain a financially balanced Four (4) Year Multi-modal Transportation Improvement Program (TIP), which will be updated annually.
12. Prepare an annual Unified Planning Work Program (UPWP) to document planning activities to be performed in the next fiscal year, in sufficient detail to indicate who will perform the work, the schedule for completion, and the products that it will produce.
13. Prepare Georgia Department of Transportation Planning Contract for approval by Council of the Columbus Consolidated Government. Prepare transportation quarterly reports and submit reimbursement request to Georgia and Alabama Department's of Transportation. Prepare an annual Performance Report for the comparison of established goals in the Unified Planning Work Program and completed work elements.
14. Compile, maintain, and document data on existing water, air, motor freight, and rail terminals, and transfer facilities.
15. Prepare and publish as necessary a Public Involvement Plan, which documents how the MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIP's; and meets the criteria specified in 23 CFR Part 450.
16. Cooperate with the Alabama and Georgia Department's of Transportation in the development and implementation of the MAP-21 management systems and the traffic monitoring system (23 CFR Part 500). The MPO will have the lead responsibility in the development of the C-PCTS Congestion Management Process.
17. Ensure that the Congestion Management Process, the Public Transportation Management System, and the Inter-modal Management System shall, to the extent appropriate, be part of the metropolitan transportation planning process; and that the results of the six individual management systems shall be considered in the development of the transportation plan and TIP.
18. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
19. Annually certify, concurrently with the Georgia Department of Transportation and the Alabama Department of Transportation, to the FHWA and the FTA that the C-PCTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

12. **IT IS FURTHER INTENDED**, that the Columbus Consolidated Government within its official jurisdiction be responsible for the following:

1. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations, which could affect the C-PCTS program, will be coordinated with the Technical and Policy Committees.

2. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for the C-PCTS construction projects and be the agent responsible for acquiring said right-of-way.
 3. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 4. Prepare, maintain, and fund an annual budget for the MPO's operations.
13. **IT IS FURTHER INTENDED**, that Phenix City, Alabama within its official jurisdiction be responsible for the following:
1. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations, which could affect the C-PCTS program, will be coordinated with the Technical and Policy Committees.
 2. Maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
 3. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 4. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for C-PCTS construction and be the agent responsible for acquiring said right-of-way.
14. **IT IS FURTHER INTENDED**, that Lee County, Alabama within its official jurisdiction be responsible for the following:
1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
 2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
 3. With assistance from the Alabama Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
 4. With assistance from the Alabama Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.
15. **IT IS FURTHER INTENDED**, that Russell County, Alabama within its official jurisdiction be responsible for the following:

1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
 2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
 3. With assistance from the Alabama Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
 4. With assistance from the Alabama Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.
16. **IT IS FURTHER INTENDED**, that Chattahoochee County, Georgia (The Unified Government of Cusseta-Chattahoochee County) within its official jurisdiction be responsible for the following:
1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
 2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
 3. With assistance from the Georgia Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
 4. With assistance from the Georgia Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.
17. **IT IS FURTHER INTENDED**, that Harris County, Georgia within its official jurisdiction be responsible for the following:
1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
 2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
 3. With assistance from the Georgia Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.

4. With assistance from the Georgia Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
 5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.
18. **IT IS FURTHER INTENDED**, that Fort Benning, Georgia either provide or assist the MPO Staff in gathering information and data relating to the planning process as may be necessary to insure that Fort Benning is adequately served by the C-PCTS. Such data includes but is not limited to employment, traffic, population and major streets or gate changes.
19. **IT IS FURTHER INTENDED**, that METRA, Columbus' public transportation provider and PEX, Phenix City's public transportation provider shall:
1. Make available to the Columbus Department of Planning any records, documents or information necessary to accomplish the transit department's planning objectives and the development of the Columbus-Phenix City Multi-modal Transportation Plan and the TIP.
 2. Coordinate with the MPO and Alabama and Georgia Department's of Transportation in the development of the Public Transportation Management System and the Inter-modal Management System.
 3. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
20. **IT IS FURTHER INTENDED**, that:
1. The Study shall be a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Alabama Department of Transportation, the Georgia Department of Transportation and the U.S. Department of Transportation.
 2. A reappraisal shall be made of the Study whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics or at least once every five (5) years.
 3. The participating agencies shall cooperate in all phases of the Study. Adequate and competent personnel shall be assigned to insure development of adequate and reliable data.
 4. All parties to this agreement shall have access to all information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study,

analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, and analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this 3rd day of June 2014.

Columbus Consolidated Government, Columbus, Georgia


Mayor


Witness


Notary Public

EXECUTION AUTHORIZED

By Resolution No. 73-14


Clerk of Council



City of Phenix City, Alabama

Eddie N. Lowe
Mayor

Charles S.
Witness

Jackie W. Sanders
Notary Public

JACKIE D. SANDERS
Notary Public, AL State at Large
My Commission Expires June 02, 2014

Lee County, Alabama

Bill English

Commission - Chairman

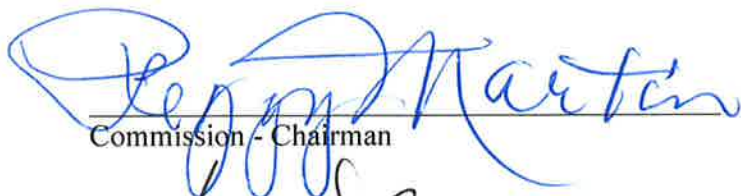
Patrick Hand

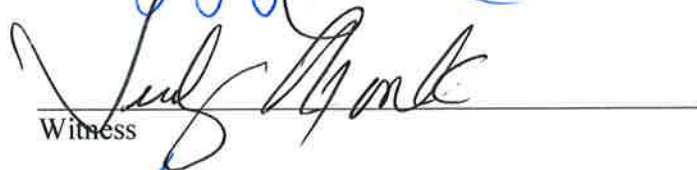
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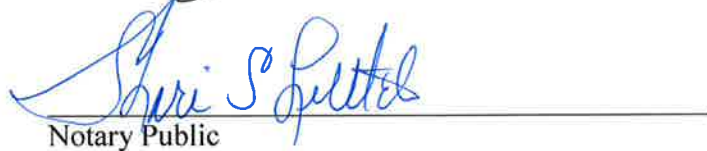
Joey Roger Hundley
Notary Public



Russell County, Alabama


Commission - Chairman


Witness


Notary Public

MY COMMISSION EXPIRES **MAY 31, 2015**

The Unified Government of Cusseta-Chattahoochee County, Georgia

Donald Moore
Commission - Chairman *✓*

Suzanne Woa
Witness

Lisa
Notary Public



Harris County, Georgia

J. Harry Lange
Commission - Chairman

[Signature]
Witness

Betty S Jarrett
Notary Public



Fort Benning, Georgia


Garrison Commander


Witness


Notary Public

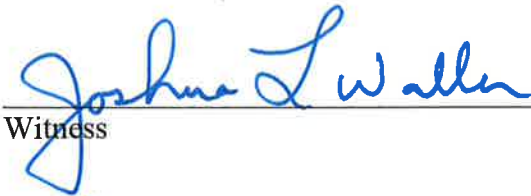


Recommended by:


Georgia Department of Transportation



Director of Planning



Witness




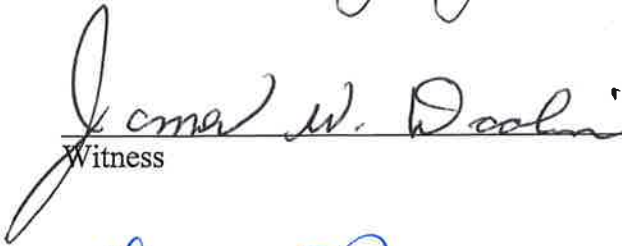
Notary Public



Recommended by:

Alabama Department of Transportation


Transportation Planning Engineer


Witness


Notary Public

**Donna Newman
Notary Public
State of Alabama
My Comm. Expires 8-5-2017**

Recommended by:

**Columbus Consolidated Government
Director, Department of Planning / Metropolitan Planning Organization**



Director



Witness



Notary Public

exp 3/20/16



58-1097948

FEIN Number

Appendix C

MEMORANDUM OF UNDERSTANDING

**Conducting the
Continuing, Cooperative and Comprehensive Transportation Planning Process
for the
Kansas City, MO-KS Metropolitan Area**

Johnson County Transit
Kansas City Area Transportation Authority
Kansas Department of Transportation
Mid-America Regional Council
Missouri Department of Transportation
Unified Government Transit

This Memorandum of Understanding (MOU), entered into and effective this 15th day of Oct, 2007, by and between Johnson County Transit, the Kansas City Area Transportation Authority, the Kansas Department of Transportation, the Mid-America Regional Council, the Missouri Department of Transportation, and Unified Government Transit, establishes a metropolitan planning and programming process, and documents the roles and responsibilities of each party in the process. The partners agree to conduct a planning and programming process that complies with all federal planning requirements as specified in federal law. This MOU is not intended to create any substantive rights or responsibilities for anyone, whether a party to this agreement or not, over and above those created and conferred by federal and state law.

Planning Partners

The Johnson County Transportation Department, hereinafter referred to as Johnson County Transit (JCT), is a department of Johnson County Government, responsible for providing general purpose and special public transportation services funded by Johnson County, Kansas.

The Kansas City Area Transportation Authority (KCATA), the creation of a bi-state compact between the states of Kansas and Missouri, is responsible for providing general purpose and special public transportation services throughout the 7-county (Cass, Clay Jackson, and Platte in MO; Johnson, Leavenworth, and Wyandotte in KS) Kansas City area.

The Kansas Department of Transportation (KDOT) is a state agency established pursuant to Kansas statute responsible for building, maintaining and operating a variety of transportation facilities across the state of Kansas, including, but not limited to, the federal and state highway system.

The Mid-America Regional Council (MARC) is an association of city and county governments throughout the 9-county (Cass, Clay, Jackson, Platte and Ray in MO; Johnson, Leavenworth, Miami and Wyandotte in KS) Kansas City area. MARC is the designated Metropolitan Planning Organization (MPO) for the Kansas City, MO-KS and Lee's Summit, MO urbanized areas.

The Missouri Highways and Transportation Commission is a gubernatorial appointed commission overseeing the Missouri Department of Transportation (MoDOT), a governmental department within the State of Missouri responsible for building, maintaining and operating a variety of transportation facilities across the state of Missouri, including, but not limited to, the federal and state highway system. This partner is hereinafter referred to as MoDOT.

Unified Government Transit (UGT) is a department of the Unified Government of Wyandotte County and Kansas City, Kansas, responsible for providing general purpose and special public transportation services funded by the Unified Government.

MPO Governance/Structure

MARC is governed by a Board of Directors consisting of 34 elected officials. The nine counties and the six largest cities within the region (Kansas City, MO, Kansas City, KS, Overland Park, KS, Independence MO, Olathe, KS and Lee's Summit, MO) have direct board representation. The smaller cities are represented on the Board by local elected officials selected at the county level. Bylaws adopted by the MARC Board outline membership and operating procedures of the Board.

MARC's work as the region's MPO is guided by the Total Transportation Policy Committee (TTPC). The TTPC provides policy-level recommendations to the MARC Board on significant transportation issues, programs, and projects, and serves as the primary focal point for MARC's overall transportation planning program. Membership on the TTPC includes elected officials and staff representatives from local counties and municipalities, as well as representatives from JCT, KCATA, KDOT, MoDOT, and UGT (JCT and UGT representation is through their respective local government bodies). Bylaws adopted by TTPC outline membership and operating procedures of the committee.

A number of modal committees report to the TTPC, each one corresponding with a particular mode or type of transportation. Membership on the modal committees is a mixture of elected officials, local government staff, state and federal officials, and representatives from various interest groups. TTPC has adopted an overall modal committee structure and bylaws for individual modal committees that outline their membership and operating procedures.

A number of programming committees report to TTPC, each one charged with formulating funding recommendations for particular federal funding programs. TTPC has adopted Roles and Responsibilities documents for each of the programming committees that identify their membership structure and operating procedures. The committees have also developed methodologies for evaluating proposed projects and formulating their recommendations.

Planning Process and Responsibilities

Unified Planning Work Program Development and Consolidated Planning Grant Management –
A Unified Planning Work Program (UPWP) is prepared annually that describes the planning activities to be conducted in the region. The UPWP serves three distinct functions: (1) it describes the transportation planning activities of regional scope that the planning partners will

undertake during the year; (2) it serves as the scope of work for planning activities proposed for funding under the Consolidated Planning Grant (CPG); and (3) it provides a management tool for the planning partners in scheduling major transportation planning activities, milestones and products. Much of the work in the UPWP that is conducted by MARC, as the MPO, is funded by Consolidated Planning Grants (comprised of FHWA PL and FTA Section 5303 funds) provided by the state DOTs, although some MARC tasks are funded through Transportation Enhancements (TE), Congestion Mitigation/Air Quality (CMAQ) and/or Surface Transportation Program (STP) funds provided through separate local public agency (LPA) agreements with KDOT and/or MoDOT. The manner of financing of activities authorized under the CPG and LPA agreements is through reimbursement by KDOT and MoDOT of federal funds for up to a maximum of eighty percent (80%) of authorized expenditures (with exceptions for some uses of funds), with the balance (the non-federal share) to be provided for by separate fiscal agreement between MARC and its local government members.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners in the development of the UPWP. MARC will develop and maintain a UPWP development schedule each year that will include a meeting of the planning partners to discuss development and establish planning priorities of the UPWP. MARC will compile the draft UPWP for review by the planning partners, TTPC and the public, and will prepare and publish the final UPWP as approved by the MARC Board. MARC will use the UPWP as the scope of services for the consolidated planning grants with KDOT and MoDOT, and will enter into annual agreements with KDOT and MoDOT to receive Consolidated Planning Grant funds to support its work in the UPWP. MARC will enter into periodic LPA agreements with KDOT/MoDOT to support projects funded through other sources. MARC will prepare and submit to the state DOTs progress reports detailing activities conducted each quarter for the various UPWP work tasks.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of the UPWP. As the overseers of Consolidated Planning Grants with MARC, once all state and federal requirements are met KDOT and MoDOT will approve the UPWP and use it as the scope of services for their individual Consolidated Planning Grant agreements with MARC. KDOT and MoDOT will submit the UPWP to USDOT in a timely manner for USDOT approval. KDOT and MoDOT will enter into periodic LPA agreements with MARC to support projects funded through other sources. KDOT and MoDOT will provide task/budget/schedule information to be included in the UPWP, and will provide quarterly updates of task progress to be included in the quarterly progress reports.
- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners in the development of the UPWP, including the provision of task/budget/schedule information to be included in the document. JCT, KCATA and UGT will provide quarterly updates of task progress to be included in the quarterly progress reports.

Long-Range Transportation Plan (LRTP) Development and Maintenance – One of the primary products of the metropolitan planning process is the LRTP. The LRTP establishes the broad

policy framework for transportation investments in the region, and identifies specific investments to be implemented during the plan period. As described in federal rules, the LRTP will provide for the development and integrated management and operation of transportation systems and facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors) that will function as an intermodal transportation system for the metropolitan planning area and as an integral part of an intermodal transportation system for the States and the United States. The LRTP is updated according to intervals set in federal regulations, and may be amended more frequently, as appropriate.

- a. **MARC's Responsibility** – MARC will lead the development of the LRTP in cooperation with the other planning partners. MARC will establish a multi-year plan development calendar to complete the update of the plan by the established federal deadline. MARC will coordinate with and reflect the KDOT and MoDOT Long-Range Transportation Plans in the region's Long-Range Transportation Plan. MARC will continuously monitor plans, studies, and other activities in the region to identify potential amendments to the LRTP. MARC will review plan components and amendments to assess the need for conducting air quality/conformity analyses. MARC will produce such analyses when appropriate.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development of the LRTP. KDOT and MoDOT will coordinate with and reflect the region's plans in statewide long-range transportation plans. KDOT will coordinate the region's long-range planning efforts with its Local Consultation Process. MoDOT will coordinate the region's long-range planning efforts with its Planning Framework. KDOT and MoDOT will monitor internal plans, studies and other activities to identify potential LRTP amendments and inform the other partners accordingly.
- c. **JCT, KCATA and UGT's Responsibility** – JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the LRTP. JCT, KCATA, and UGT will coordinate the region's long-range planning efforts with their agency planning efforts for future transit operations and capital investments. JCT, KCATA and UGT will monitor internal plans, studies, and other activities to identify potential LRTP amendments and inform the other partners accordingly.

Transportation Improvement Program (TIP) Development and Maintenance – One of the primary products of the metropolitan planning process is the TIP. The TIP identifies specific investments to be implemented during the next 4-5 year period, and serves to commit funds to specific projects. The TIP is updated according to intervals set in federal regulations, and may be amended more frequently, as appropriate.

- a. **MARC's Responsibility** – MARC will lead the development of the TIP in cooperation with the other planning partners. MARC will establish policies, procedures and practices for the development and maintenance of the TIP. MARC will initiate and conduct project selection processes for federal funds suballocated to it. MARC will participate in KDOT and MoDOT project selection processes. MARC will maintain the TIP as a web/database product that reflects project level details consistent with MARC policies and federal regulations. MARC will review TIP

- projects and amendments to assess the need for conducting air quality/conformity analyses. MARC will produce such analyses when appropriate.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development of the TIP. KDOT and MoDOT will conduct project selection activities in consultation with the other planning process partners. KDOT and MoDOT will submit/update project level data such that the TIP can reflect project details consistent with MARC policies and federal regulations. KDOT and MoDOT will consider for approval all TIP and TIP amendment actions approved and submitted by MARC and, if approved, incorporate them into the STIP such that the STIP reflects and is consistent with the metropolitan TIP. KDOT and MoDOT will process new TIP approvals and TIP amendments and submit to USDOT in a timely manner for USDOT approval.
 - c. **JCT, KCATA and UGT's Responsibility** – JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the TIP. JCT, KCATA and UGT will conduct project selection activities in consultation with other planning process partners. JCT, KCATA and UGT will submit/update project level data such that the TIP can reflect project details consistent with MARC policies and federal regulations.

Annual Listing of Obligated Projects – One of the aspects of public accountability assigned to the metropolitan transportation planning process is an annual reporting of the federal funds obligated to projects in the preceding year. The listing is included in the Transportation Improvement Program (TIP) to confirm the obligation of federal funds to projects currently and previously listed in the TIP.

- a. **MARC's Responsibility** – MARC will lead the development of the Annual Listing of Obligated Projects in cooperation with the other planning partners. MARC will establish the schedule for completing the annual listing of obligated projects, taking into account the schedules for releasing such information by KDOT, MoDOT, JCT, KCATA, UGT and other sources of information. MARC will compile information from the other planning partners, federal agencies, and others as appropriate, in order to complete the initial listing of projects. Once completed, MARC will publish the listing electronically as part of the region's TIP.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development of the Annual Listing of Obligated Projects. KDOT and MoDOT will provide information regarding any federally funded projects they administered within the MPO boundary which have had fund obligations during the previous year. KDOT and MoDOT will establish internal procedures to routinely provide the information each year.
- c. **JCT, KCATA and UGT's Responsibility** – JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the Annual Listing of Obligated Projects. JCT, KCATA and UGT will provide information regarding any federally funded projects which have had fund obligations during the previous year. JCT, KCATA and UGT will establish internal procedures to routinely provide the information each year.

Financial Plans for the Long-Range Transportation Plan and Transportation Improvement Program

The metropolitan long-range transportation plan (LRTP) and transportation improvement program (TIP) are to include financial plans based on estimates of revenue that can reasonably be expected to be available during the time period covered by each document. Financial plans and estimates of revenue are to be prepared cooperatively between the partners of the MPO process.

- a. **MARC's Responsibility** – MARC will lead the development of the LRTP and TIP financial plans in cooperation with the other planning partners. MARC will develop and maintain procedures and methodologies for generating revenue forecasts in cooperation with JCT, KCATA, KDOT, MoDOT, and UGT. MARC will generate estimates of local funds to be available to support transportation investments in the region. MARC will convene the partners as necessary to review methodologies, assumptions (such as inflation factors), and estimates to be used in LRTP and TIP documents and amendments.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development of the LRTP and TIP financial plans. KDOT and MoDOT will provide historical information regarding funding levels/expenditures within the MPO boundary and any estimates they have prepared for future state and federal revenues.
- c. **JCT, KCATA and UGT's Responsibility** – JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the LRTP and TIP financial plans. JCT, KCATA and UGT will provide historical information regarding funding levels/expenditures for transit services within the MPO boundary and any estimates they have prepared for future local, state, and federal revenues.

Studies – Studies are regularly conducted in the region to analyze particular transportation issues, transportation functions, geographic subareas, or transportation corridors and bring further definition to proposed transportation investments in the region. Studies may be categorized as Major Investment Studies, under MARC policy, or meet other criteria/scope based on agreement between the planning partners. Studies should result in changes to, or further definition of, the Long-Range Transportation Plan, and/or project level details that should be reflected in the Transportation Improvement Program.

- a. **MARC's Responsibility** – MARC, in cooperation with the planning partners, will develop and maintain a list of proposed study corridors in the Long-Range Transportation Plan. MARC, in cooperation with the planning partners, will maintain and implement the Major Investment Study (MIS) Policy as appropriate for proposed studies. MARC will reflect the broad policy framework articulated in the region's Long-Range Transportation Plan in studies it leads. MARC will include partners of the planning process in studies it leads, and will actively participate in studies conducted by other partners of the planning process. MARC will engage a broad cross-section of community interests and the general public in studies that it leads. MARC will assist with bringing conclusions of studies through the MPO committee process to reflect conclusions in the Long-Range Transportation Plan and/or the Transportation Improvement Program, as appropriate.

- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development and maintenance of the LRTP list of proposed study corridors, and maintenance and implementation of the MIS Policy. KDOT and MoDOT will reflect the broad policy framework articulated in the region's Long-Range Transportation Plan in studies that they lead. KDOT and MoDOT will include partners of the planning process in studies they lead, and will actively participate in studies conducted by other partners of the planning process. KDOT and MoDOT will engage a broad cross-section of community interests and the general public in studies that they lead. KDOT and MoDOT will bring to the MPO committee process any conclusions of studies for incorporation into the Long-Range Transportation Plan and/or the Transportation Improvement Program, as appropriate.
- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners in the development and maintenance of the LRTP list of proposed study corridors, and maintenance and implementation of the MIS Policy. JCT, KCATA, and UGT will reflect the broad policy framework articulated in the region's Long-Range Transportation Plan in studies that they lead. JCT, KCATA and UGT will include partners of the planning process in studies they lead, and will actively participate in studies conducted by other partners of the planning process. JCT, KCATA, and UGT will engage a broad cross-section of community interests and the general public in studies that they lead. JCT, KCATA and UGT will bring to the MPO committee process any conclusions of studies for incorporation into the Long-Range Transportation Plan and/or the Transportation Improvement Program, as appropriate.

MPO Planning Area Boundary – The MPO process is to be conducted within a defined metropolitan planning area boundary (MPAB). The boundary is to reflect the current urbanized area plus areas anticipated to urbanize within the next 20 years. The MPAB will be reviewed at the establishment of new urbanized area boundaries following each decennial census, and at intermediate intervals as prompted by requests by local or state governments to modify the current boundary. Proposed adjustments to the MPAB will be based on planning analysis of current and planned urbanized development.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to maintain/adjust the MPAB. MARC will enter into agreements with the Governors of Kansas and Missouri (or their designees) to establish the MPAB. MARC, in cooperation with the other planning partners, will prepare and maintain a detailed description and map of the current MPAB, and make it available to the other planning partners. MARC will initiate the review with the other planning partners of the boundary following each decennial census.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to maintain/adjust the MPAB. KDOT and MoDOT will prepare, process and maintain agreements between the state governors (or their designees) and MARC to establish the MPAB. KDOT and MoDOT will utilize the current MPAB in data systems and planning activities to accurately reflect the area within which MPO planning, programming and decision-making processes are to be followed.

- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners in their roles as members of MARC's transportation committees to maintain/adjust the MPAB.

Urbanized Area Boundaries – Urbanized area boundaries are established following each decennial census. The boundaries distinguish between urban and rural places for funding and system classification purposes. The MPO process may adjust the Census-defined urbanized area boundaries to create smooth, definable boundaries between urban and rural places. In some cases, multiple urbanized areas may be identified within the same metropolitan area (as was the case with the Kansas City region in the 2000 Census). The urbanized area boundaries will be reviewed at the establishment of new urbanized area boundaries following each decennial census, and adjusted as appropriate.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for transportation planning purposes. MARC will prepare and maintain descriptions and maps of the current census-defined and adjusted urbanized area boundaries, and make them available to the other planning partners. MARC will consider the USDOT approved boundary/boundaries to be the current boundary/boundaries for planning purposes. MARC will initiate the process to adjust the census-defined boundary following each decennial census. MARC will forward any boundary adjustments to KDOT and MoDOT for approval.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for planning purposes. KDOT and MoDOT will consider for approval all boundary adjustments approved and submitted by MARC, and will submit KDOT/MoDOT approved adjustments to the urbanized boundary to USDOT for approval.
- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for planning purposes. JCT, KCATA and UGT will work with the other planning partners to assess the impact of urbanized area definitions on the availability, distribution and use of Federal Transit Administration urbanized area formula program funds.

Functional Classification System – Roadways are functionally classified according to federal guidelines to identify the role each facility plays in the overall transportation network, to serve as a basis for design criteria, to organize reporting and analysis, and to establish eligibility for utilizing federal transportation funds.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to establish and maintain the region's functional classification system. MARC will establish and maintain policies to guide the maintenance of the region's functional classification system. MARC will consider the USDOT approved functional classification system to be the current classification for planning and programming

- purposes. MARC will forward any proposed changes to the region's functional classification system to KDOT and MoDOT for approval.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to establish and maintain the region's functional classification system, including assisting MARC in ensuring that the classification meets federal guidelines. KDOT and MoDOT will consider for approval all functional classification changes approved and submitted by MARC, and will be responsible for forwarding any KDOT/MoDOT approved changes to FHWA for approval. KDOT and MoDOT will reflect the region's federally approved functional classification system in their statewide functional classification systems.
 - c. JCT, KCATA and UGT's Responsibility – Although this is only an FHWA requirement, JCT, KCATA and UGT will cooperate with the other planning partners to establish and maintain the region's functional classification system.

Travel Demand Modeling – Travel demand models are developed and maintained to simulate and forecast travel conditions on the region's transportation system. The models are used to predict and identify future problem areas in the transportation system, and to evaluate strategies, investments, and projects which may alleviate those future problems. Models may also be used to understand current and future operating conditions on elements of the transportation network. Models also provide information to assess impacts of transportation investments for environmental justice purposes and to assess mobile source contributions to the region's air quality.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to establish and maintain a state-of-the-practice regional travel demand model. MARC will work with the other planning partners to collect input data for the model so that it accurately reflects local conditions. MARC will utilize the regional travel demand model for evaluating the performance of the region's transportation system and to assess proposed strategies for the LRTP and TIP. MARC will also utilize the regional travel demand model for environmental justice and air quality analyses. MARC will provide information from the regional travel demand model to support studies and other analyses by the other planning partners. MARC will assist the planning partners in reviewing modeling approaches for consistency with the regional travel demand model. MARC will support a regional model users group to provide ongoing coordination with modelers in the planning partner agencies, local governments, and their consultants.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to establish and maintain a state-of-the-practice regional travel demand model. KDOT and MoDOT will work with the other planning partners to collect input data for the model so that it accurately reflects local conditions. KDOT and MoDOT and/or their consultants will conduct any travel demand modeling in the region consistent with the regional travel demand model.
- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners to establish and maintain a state-of-the-practice regional travel demand model. JCT, KCATA, and UGT will work with the other planning partners to collect input data for the model so that it accurately reflects local

conditions. JCT, KCATA and UGT and/or their consultants will conduct any travel demand modeling in the region consistent with the regional travel demand model.

Congestion Management Process – As part of the metropolitan transportation planning process, areas are to develop and implement a Congestion Management Process (CMP). The CMP serves as a planning tool to help decrease mobile source emissions and improve regional air quality, by monitoring, measuring and diagnosing the causes of congestion on a region's multi-modal transportation systems; evaluating and recommending alternative strategies to manage or improve regional congestion; and evaluating the performance of strategies put in practice to manage or improve congestion.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to develop and maintain the elements of the CMP for use in the metropolitan planning process. MARC will initiate periodic updates of the CMP so that it sufficiently addresses current issues, challenges, and opportunities in the region. MARC will provide information from the CMP as part of calls for projects and as part of initial data for studies so that appropriate congestion management strategies are considered in planning and project development activities in the region.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to develop and maintain the elements of the CMP for use in the metropolitan planning process. KDOT and MoDOT will use information from the CMP as part of planning studies and project development activities so that appropriate congestion management strategies are considered in planning and project development activities in the region.
- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners to develop and maintain the elements of the CMP for use in the metropolitan planning process. JCT, KCATA and UGT will use information from the CMP as part of planning studies and project development activities so that appropriate congestion management strategies are considered in planning and project development activities in the region.

Participation Plan – As part of the metropolitan transportation planning process, areas are to develop and implement a Participation Plan. The Participation Plan is to define a process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process. The Participation Plan shall include procedures for employing visualization techniques and making public information available in electronically accessible formats and means.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to develop and maintain the Participation Plan for use in the metropolitan planning process. MARC will initiate periodic reviews of the effectiveness of the Participation Plan strategies and may suggest updates to the Plan in cooperation with the other planning partners. MARC will follow the Participation Plan in its planning and

- programming work so that the public is adequately and appropriately engaged in planning and project development activities in the region.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to develop and maintain the Participation Plan for use in the metropolitan planning process. KDOT and MoDOT will use strategies from the Participation Plan as part of planning studies and project development activities so that the public is adequately and appropriately engaged in planning and project development activities in the region.
 - c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners to develop and maintain the Participation Plan for use in the metropolitan planning process. JCT, KCATA and UGT will use strategies from the Participation Plan as part of planning studies and project development activities so that the public is adequately and appropriately engaged in planning and project development activities in the region.

Regional Intelligent Transportation Systems (ITS) Architecture – In the Kansas City region, the metropolitan planning process is responsible for creation of the Regional ITS Architecture. The Kansas City Regional ITS Architecture provides a specific, tailored structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region by defining how systems functionally operate and the interconnection of information exchanges that must take place between these systems to accomplish transportation services. By providing an opportunity for coordination of activities and sharing of information among regional transportation systems through a systems engineering approach, the Regional ITS Architecture promotes system efficiency and effectiveness; provides a basis for planning the evolution of existing systems and the definition of future systems over time; provides a framework within which regional stakeholders can address transportation issues collectively; and identifies opportunities for making ITS investments in a more cost-effective manner by utilizing inter-agency cooperation.

- a. MARC's Responsibility – MARC will lead the development and maintenance of the regional ITS architecture in cooperation with the other planning partners. MARC will maintain a web-based database of information exchanges that comprise the regional architecture. MARC, in cooperation with the planning partners, will periodically update the ITS architecture to reflect new components and information exchanges that would enhance transportation performance in the region. MARC will provide assistance to project sponsors in identifying appropriate information exchanges for proposed ITS and ITS-related projects.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development and maintenance of the regional ITS architecture. KDOT and MoDOT will utilize the regional ITS architecture to plan, develop and evaluate proposed transportation technology investments in the region.
- c. JCT, KCATA and UGT's Responsibility – JCT, KCATA and UGT will cooperate with the other planning partners in the development and maintenance of the regional ITS architecture. JCT, KCATA and UGT will utilize the regional ITS architecture to plan, develop and evaluate proposed transportation technology investments in the region.

Coordinated Public Transit-Human Service Transportation Plan (JARC, NF, 5310 Funds) –
Areas must have a Coordinated Public Transit-Human Service Transportation Plan (CPTHSTP) to be eligible to expend Job Access and Reverse Commute (JARC), New Freedoms (NF), and FTA Section 5310 funds. The plan will serve as the basis for the competitive selection process related to JARC, NF and Sec. 5310 funds.

- a. **MARC's Responsibility** – MARC will lead the development of the CPTHSTP and the competitive selection process for JARC and NF funds in cooperation with the other planning partners. MARC will coordinate the development of the regional CPTHSTP in conjunction with the other planning partners and other community interests. MARC will integrate the CPTHSTP with other transit and transportation planning activities in the region, and with the region's Long-Range Transportation Plan. MARC will use the CPTHSTP to guide the competitive selection process for JARC and NF funds.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development of the CPTHSTP and the competitive selection process for JARC and NF funds. KDOT and MoDOT will coordinate between the regional CPTHSTP and any statewide CPTHSTPs that may be developed.
- c. **JCT, KCATA and UGT's Responsibility** – JCT, KCATA and UGT will cooperate with the other planning partners in the development of the CPTHSTP and the competitive selection process for JARC and NF funds. KCATA will serve as the designated recipient for JARC and NF funds for the region. JCT, KCATA, and UGT will assist in integrating the CPTHSTP with other transit planning activities in the region.

Periodic Review of this MOU

This MOU will be reviewed periodically so that it remains current in articulating roles and responsibilities of the planning partners. The MOU will be assessed in the year following each federal certification review of the region's planning process to capture any changes in federal transportation authorizations, federal regulations and guidance, comments that were part of the certification review, and changes within the partners of the planning process. Current information on the region's planning process will be available each year as part of the Unified Planning Work Program.

Expected Roles and Responsibilities of USDOT

While they are not direct parties to this agreement, it is the expectation of the parties that USDOT offices, particularly the Kansas and Missouri Division Offices of the Federal Highway Administration and the Regional Office of the Federal Transit Administration, will also participate as partners in the Kansas City region's transportation planning process. USDOT offices are expected to participate as ex officio members of MPO transportation committees, and provide a federal perspective to the work of the MPO. USDOT offices are expected to provide information on best practices and developments in the field of transportation planning that could

support and be useful to the region's planning efforts. USDOT offices are expected to take actions on plans, environmental studies, and investment projects within the region that are consistent with decisions that have come out of the MPO process. USDOT offices are also expected to advise the MPO regarding any issues of compliance with federal regulations as work products are being developed and produced so that final products will meet existing requirements. Additionally, USDOT is expected to complete its actions related to approving products of the MPO process in a timely manner, so as not to delay progress on significant transportation initiatives in the region.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be executed by their proper officers and representatives having authority to do so.

Alice M Amrein
Alice Amrein, Director
Johnson County Transit

Date: 8/20/07

Mark Huffer
Mark Huffer, General Manager
Kansas City Area Transportation Authority

Date: 08/27/07

Deb Miller
Deb Miller, Secretary of Transportation
Kansas Department of Transportation

Date: 9-26-07

David A. Warm
David A. Warm, Executive Director
Mid-America Regional Council

Date: 7/27/07

Dennis Hays
Dennis Hays, County Administrator
Unified Government
Unified Government Transit

Date: 8/10/07

Approved as administrator



Kevin Keith

Kevin Keith, Chief Engineer
Missouri Department of Transportation
Missouri Highways and Transportation Commission

Date: 9-5-07

Pamela Harber

Secretary to the Commission

Approved as to Form:

Buyer Gull

Commission Counsel



Approved pursuant to KSA 12-2904

Paul J. Morrison
Kansas Attorney General
Office of the Kansas Attorney General

Date: _____



STATE OF KANSAS
OFFICE OF THE ATTORNEY GENERAL

PAUL J. MORRISON
ATTORNEY GENERAL

October 4, 2007

120 SW 10TH AVE., 2ND FLOOR
TOPEKA, KS 66612-1597
(785) 296-2215 • FAX (785) 296-6296
WWW.KSAG.ORG

Christopher M. Small
Kansas Department of Transportation
700 S.W. Harrison
Topeka, Kansas 66603

Re: Memorandum of Understanding/Comprehensive Transportation Planning Process for
the Kansas City, MO-KS Metropolitan Area

Dear Mr. Small:

After reviewing the above-referenced memorandum, it appears that this office is not required to review as the memorandum appears to fall within the exemption of subsection (g) of K.S.A. 12-2904 which excepts out from Attorney General review "two or more public agencies establishing a council or other organization of local governments for the study of common problems of an area or region and for the promotion of governmental cooperation."

I am returning the eight original documents without the Attorney General's signature.

Sincerely,

OFFICE OF THE ATTORNEY GENERAL
PAUL J. MORRISON

A handwritten signature in black ink, appearing to read "MFeighny", written over the typed name.

Mary Feighny
Deputy Attorney General

MF:mf
Enclosure

KANSAS DEPARTMENT OF TRANSPORTATION

Metropolitan Planning
Organization Manual

St. Joseph ~ Kansas City ~ Wichita ~
Manhattan ~ Lawrence ~ Topeka

KANSAS DEPARTMENT OF TRANSPORTATION

METROPOLITAN PLANNING ORGANIZATION MANUAL

for

Mid-America Regional Council
Wichita Area Metropolitan Planning Organization
Metropolitan Topeka Planning Organization
Lawrence-Douglas County Metropolitan Planning Organization
Flint Hills Metropolitan Planning Organization
St. Joseph Area Transportation Study Organization

Metro Planning Unit
within
the Bureau of Transportation Planning

Davonna Moore
Allison Smith
Stephanie Watts

January 2011
(As Amended October 2011)
(As Amended January 2013)

MPO MANUAL AMENDMENT LIST

Amendment #1-October 2011

- Page 8—Include Major Projects and Significant Delay requirement
- Page 9 --Updated UPWP section to include language about separating the Additional Funds from CPG Allocation and Allowable Carryover
- Page 9—include language stating summary of changes must be included in an amendment and update amendment vs. administrative modification
- Page 15--Clarified Excess Funds section
- Page 17--Update Procurement Process to account for DBE
- Page 21—Update Annual Report section to include Expenditures Report
- Page 22--Update match section to reflect recent changes by FHWA and add toll credits
- Page 25—Update Annual Listing of Obligated Projects section for consistency with federal regs
- Page 35—Update AQ section
- Added Appendix D: KDOT's Procurement Process Tables
- Eliminated Old Appendix C-Procurement Procedure Forms
- Eliminated Old Appendix D-Cost Sharing/In-Kind Match Checklist
- Moved several of the Appendices to a Technical Index Section

Amendment #2-January 2013

- MAP 21 Compliant
 - Add wording for new MPO
 - Page 3—Eliminate incorrect wording regarding MPO Designation
 - Page 4—Update MPA section
 - Page 13—Update CPG Formula section
 - Page 14—Overhaul of Excess Funds Policy
 - Page 22—Updated Annual Listing information
 - Page 25—Updates to the Urban Area Boundary section
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INTRODUCTION

The Kansas Department of Transportation Metropolitan Planning Organization (MPO) Manual was created as a best practices manual to outline federal guidelines and KDOT/MPO roles and responsibilities as it relates to the administration of the Consolidated Planning Grant (CPG) funds.

KDOT is the grant administrator of the planning funds (PL) and 5303 funds received from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), respectively. KDOT combines these two funding categories to form the Consolidated Planning Grant; these funds are distributed to the MPOs to perform federally required transportation planning activities. The expectation from KDOT, FHWA Kansas Division and FTA District 7 is that the CPG funds will be spent in an appropriate and timely fashion by the MPOs. To ensure that this expectation is fulfilled, FHWA Kansas Division and FTA Region 7 requested that KDOT, specifically the Metro Planning Unit, oversee the management of the CPG funds.

Purpose of the KDOT MPO Manual

- To describe in greater detail the roles, responsibilities, and expectations of the Metropolitan Planning Organizations (MPOs) and Kansas Department of Transportation (KDOT) while working under the Continuing, Cooperative, and Comprehensive (3-C) Process.
- To establish an understanding between KDOT's Metro Planning Unit staff and the MPO's staff to assist in metropolitan transportation planning and programming processes.
- To provide cooperative guidance for developing the core MPO products and administrative tasks such as billings, audits, et cetera.

Description of the Content

The KDOT MPO Manual is divided into several sections that pertain to the core activities of the MPO, financial reporting, grant management, and data that is helpful to the daily functions of the MPO. Where applicable, the correlating regulation is listed, followed by the MPO's roles/responsibilities, KDOT's roles/responsibilities and a deadline.

Kansas Metropolitan Planning Organizations

Currently six (6) MPOs exist in the State of Kansas: Mid-America Regional Council (MARC), Wichita Area Metropolitan Planning Organization (WAMPO), Metropolitan Topeka Planning Organization (MTPO), Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO), Flint Hills Metropolitan Planning Organization (Flint Hills MPO) and St. Joseph Area Transportation Study Organization (SJATSO). These MPOs are the forums for cooperative transportation decision-making in metropolitan areas.

Kansas Department of Transportation

KDOT's Metro Planning Unit has been charged with being the direct contact for all of the Kansas MPOs. The Metro Planning Unit assists the MPOs with advancing the transportation planning process by serving as a cooperative partner, being party to certain agreements, and communicating oversight expectations.

METROPOLITAN PLANNING ORGANIZATIONS

METROPOLITAN TRANSPORTATION PLANNING PROCESS (3-C PROCESS)

The metropolitan transportation planning process should be a continuous, cooperative, and comprehensive process allowing for effective ideas, collaborative decision making, and sound implementation to merge and create an enhanced and dependable transportation system. Please reference Appendix A for elements of the 3-C Process.

Reference	<p>23 CFR §450.306: <i>The metropolitan transportation planning process shall be continuous, cooperative, and comprehensive, and provide for consideration and implementation of projects, strategies, and services that will address the eight planning factors outlined in MAP-21 and summarized below:</i></p> <ol style="list-style-type: none"> 1. <i>Support economic vitality.</i> 2. <i>Increase the safety of the transportation system.</i> 3. <i>Increase the security of the transportation system.</i> 4. <i>Increase accessibility and mobility.</i> 5. <i>Protect and enhance the environment, energy conservation & improve quality of life.</i> 6. <i>Enhance the integration and connectivity of the transportation system across modes.</i> 7. <i>Promote efficient system management and operation.</i> 8. <i>Emphasize the preservation of the existing transportation system.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> o Assume the lead role in carrying out the 3-C process o Foster a mutual understanding about how transportation policy decisions and transportation investment decisions affect community development patterns, environmental justice and the physical environment o Foster a mutual understanding about how local land use decisions can have regional transportation impacts, and vice versa, o Recognize that mutual adjustment of individual plans and programs may be necessary to accomplish metropolitan-wide community development and transportation goals and objectives o Establish planning goals, define priorities, and assess transportation investment decisions
KDOT Role/ Responsibility	<ul style="list-style-type: none"> o Support the MPO and participate in the 3-C process o Provide assistance to the MPOs as a cooperative partner o Provide guidance and oversight to the MPOs as it applies to grant administration and MPO document approval (i.e., TIP, TIP amendments, UPWP, UPWP amendments, etc.)

MPO DESIGNATION

Designation of an MPO is required for all urbanized areas of 50,000 or more population as determined by the U.S. Census Bureau following each decennial census. MPO designations in Kansas are by agreement among the Secretary of KDOT and the units of local governments (i.e., cities and counties) representing at least 75 percent of the population in the affected metropolitan area (including the largest incorporated city). The designation agreement clearly identifies that the Policy Board will act as the forum for cooperative decision-making; taking the required approval actions as the MPO.

Reference	<i>§450.310: MPO designation shall be made by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Develop a process that ensures the MPO participants are clearly identified during the development of the MPO Designation Agreement ○ Identify the composition of the decision making body for Transportation Management Areas (TMAs) which must consist of at least: <ul style="list-style-type: none"> ● Elected officials ● Officials of public agencies that administer or operate major modes of transportation ● Appropriate State officials
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Work with necessary parties to assist in the development of the MPO Designation Agreement ○ Review each MPO Designation Agreement, in conjunction with the MPO ○ Execute agreement by receiving the Secretary’s signature and forwarding the agreement to the Attorney General for signature
Deadline	After each new federal transportation authorization bill and/or decennial Census

MPO REDESIGNATION

Reference	<i>23 CFR §450.310: MPO designation shall be made by agreement between the Governor and units of general purpose local government that together represent at least 75 percent of the affected population (including the largest incorporated city, based on population, as named by the Bureau of the Census) or in accordance with procedures established by applicable State or local law.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Redesignation is required whenever the MPO proposes to make: <ul style="list-style-type: none"> ● A substantial change in the proportion of voting members on the existing MPO representing the largest incorporated city, other units of general purpose local government served by the MPO, and the State; <i>or</i> ● A substantial change in the decision-making authority or responsibility of the MPO, or in decision-making procedures established under MPO by-laws ○ Work with necessary partners to develop the redesignation process and agreement to ensure the original partners in the original Designation Agreement and new partners are a part of the agreement
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Assist in establishing a process that determines need for the MPO to redesignate and assist the MPO in working through the redesignation process.

METROPOLITAN PLANNING AREA BOUNDARY

The metropolitan planning area (MPA) boundary identifies the area for which the MPO is responsible for transportation planning and programming. The planning area must include at a minimum the urbanized area, as designated by the U.S. Census Bureau, plus the surrounding area that is likely to become urbanized over the next 20 years. The boundary is used for planning and programming purposes only and does not have any funding level implications for federal-aid.

The MPO boundary is set by agreement between the MPO Policy Board and KDOT’s Secretary. At a minimum, the boundary should be reviewed after the release of decennial Census data or major updates to land-use forecasts. Potential boundary changes are to be discussed at the MPO subcommittee level, with KDOT, and potentially affected cities and counties before any decisions are made as to how the boundary will be changed. Following the approval of the MPA boundary by the MPO and KDOT, it should be forwarded on to FHWA and FTA for informational purposes.

Reference	<i>23 CFR §450.312: The boundaries of a metropolitan planning area (MPA) shall be determined by agreement between the MPO and the Governor.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Ensure an agreement is reached with KDOT concerning the setting or modification of the boundary ○ Work cooperatively with KDOT to discuss data concerning boundary setting or modification ○ Initiate the MPA boundary review with the other planning partners following each decennial census. The MPO will use decennial Census data to determine the boundary. MPO subcommittees are a resource tool to discuss decisions and changes. ○ Enter into agreements with the Governor of Kansas (or their designee) to establish the MPA boundary ○ In cooperation with the other planning partners, the MPO will prepare and maintain a detailed description and map of the current MPA, and make it available to the other planning partners
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Ensure an agreement is reached with the MPO concerning the setting or modification of the boundary ○ Cooperate with other planning partners to maintain/adjust the MPA boundary ○ Cooperate with MPO to prepare, process, and maintain agreements between the Governor (or their designee) and the MPO to establish the MPA ○ Utilize the current MPA boundary in data systems and planning activities to accurately reflect the area within which the MPO planning, programming and decision-making processes are to be followed
Deadline	Review after each decennial Census

COOPERATIVE AGREEMENTS

A Cooperative Agreement is an arrangement between KDOT, the MPO, and the local transit provider(s) to determine each agency’s roles and responsibilities in the MPO planning process.

Reference	<i>23 CFR §450.314: The MPO, the State(s) and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Newly designated MPOs will coordinate and partner with necessary parties to develop the Cooperative Agreement ○ Ensure the Cooperative Agreement contains all required and applicable provisions outlined in CFR §450.314 ○ Hold meetings with all necessary parties to identify each partner’s roles and responsibilities ○ Notify cooperative partners when a Cooperative Agreement requires changes or updates
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Work with necessary parties to develop the Cooperative Agreement ○ Review each MPO Cooperative Agreement as necessary in conjunction with the MPO ○ Provide necessary information regarding KDOT’s roles and responsibilities in the Cooperative Agreement
Deadline	After Designation or Redesignation of an MPO, or as needed.

GRANT ADMINISTRATION

As mentioned earlier, KDOT receives PL funds from FHWA and 5303 funds from FTA and then transfers the PL funds to FTA, thus creating the Consolidated Planning Grant. KDOT then applies to FTA for the entire amount of the CPG. FTA will not approve our grant application without approved UPWPs that account for the funding requested. The effective date for eligible costs to be incurred is the date the UPWP is jointly approved by FTA and FHWA. **Costs incurred prior to approval of the final UPWP by OneDOT are not eligible.**

Administration of the CPG is governed by the Common Rule 49 CFR Part 18. The following items focus on the framework in which KDOT monitors the CPG and agreement.

- 18.20 Standards for financial management systems
- 18.23 Period of availability of funds
- 18.26 Non-Federal audits
- 18.30 Changes
- 18.36 Procurement
- 18.40 Monitoring and reporting program performance
- 18.41 Financial reporting
- 18.43 Enforcement

MPO CORE ELEMENTS

As part of the transportation planning process, MPOs develop several products that guide them in fulfilling their responsibilities and implementing the 3-C planning process: Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Unified Planning Work Program (UPWP), and Public Participation Plan (PPP). To assist the MPOs in the development and implementation of these products, FHWA and FTA (also referred to as OneDOT) provide planning funds in the form of PL and 5303 funds, respectively. These funds are distributed by KDOT to the MPOs in the form of an annual Consolidated Planning Grant (CPG).

METROPOLITAN TRANSPORTATION PLAN (MTP)

Reference	<i>23 CFR §450.322: The metropolitan transportation planning process shall include the development of a transportation plan addressing no less than a 20-year planning horizon...</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Completion of the MTP that clearly contains all required elements; including goals and objectives for the region over at least the next 20 years ○ Operate as the lead agency in the development of the MTP ○ Determine the scope of the MTP ○ Create a steering committee that will guide the MTP development process ○ Adhere to federal guidelines and planning factors (§450.306 to develop the MTP ○ Ensure the MTP project listing is fiscally constrained through appropriate documentation in the financial plan ○ Ensure established public involvement procedures are followed
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Support the MPO in the development of the MTP ○ Participate in MPO activities regarding the development of the MTP. ○ Participate in the review of the MTP before public release. ○ Monitor internal plans to identify potential MTP amendments. ○ Make efforts to include all MPOs in KDOT's local consultation process to enhance the project selection process.
Deadline	MTP should be adopted before the document lapses. Every 4 to 5 years depending on air quality status.

MTP Financial Demonstration

In accordance with federal regulations each MPO will develop a financial plan as part of the MTP process. The financial plan compares estimated revenue from existing and proposed funding sources to the estimated costs of constructing, maintaining and operating the total existing and planned transportation system in the region. An illustrative list may be prepared (but is not required) to include additional projects that would be included in the adopted transportation plan if additional resources beyond those identified in the financial plan were to become available. (See table on following page)

Reference	<i>23 CFR §450.322: The metropolitan transportation plan shall, at a minimum, include a financial plan that demonstrates how the adopted transportation plan can be implemented.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Develop a financial plan as incorporated into the MTP that contains system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways and public transit <ul style="list-style-type: none"> ● The financial plan shall include recommendations on any additional financing strategies to fund projects and programs included in the metropolitan transportation plan. In the case of new funding sources, strategies for ensuring their availability shall be identified. ● Revenue and cost estimates that support the metropolitan transportation plan must use an inflation rate(s) to reflect “year of expenditure dollars,” based on reasonable financial principles and information, developed cooperatively by the MPO, State(s), and the public transportation operator(s). ● For the outer years of the metropolitan transportation plan (<i>i.e.</i> , beyond the first 10 years), the financial plan may reflect aggregate cost ranges/cost bands, as long as the future funding source(s) is reasonably expected to be available to support the projected cost ranges/cost bands.
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Supply the MPO with the State DOT’s revenue forecast information as well as assumptions made. ○ Identify historic and future trend estimate of state revenues that will be available to support metropolitan transportation plan implementation
Deadline	Every 4 to 5 years depending on attainment status; financial plan should be completed as part of the MTP before it lapses.

Cooperative Revenue Forecast

As cooperative partners, state DOTs and transit operators must provide MPOs with estimates of available Federal and State funds that the MPOs shall utilize in developing financial plans. The KDOT Revenue Forecast contains much of the historic data the MPO will need to perform the necessary financial analysis to develop a fiscally constrained Metropolitan Transportation Plan and Transportation Improvement Program. The historical data includes a listing of federal funding that has been provided to the MPO since ISTEA, such as STP, Bridge, CMAQ, and TE funds. The forecast also includes historical information that includes State funds that have been spent in the MPO since the Comprehensive Highway Plan (CHP). This information, along with inflation rate tables and data from the STIP allow the MPO to project the amount of funds reasonably expected to be available over the next 20 plus years.

Reference	<i>23 CFR §450.324</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ After each MPO has had time to review the current Revenue Forecast and has compiled local information; KDOT suggests that the cooperative partners, working as part of the MTP Steering Committee, meet to make decisions about assumptions that will need to be made in order to project revenues out twenty years for updating the MTP and five years for updating the TIP.
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Provide MPOs with estimates of available Federal and State funds and historical funding amounts that the MPO shall utilize in developing financial plans for the MTP and TIP
Deadline	Completed concurrently with MTP and TIP updates

TRANSPORTATION IMPROVEMENT PLAN (TIP)

Reference	<i>23 CFR §450.324: The MPO, in cooperation with the State(s) and any affected public transportation operator(s), shall develop a TIP for the metropolitan planning area. The TIP shall cover a period of no less than four years, be updated at least every four years, and be approved by the MPO and the Governor. However, if the TIP covers more than four years, the FHWA and the FTA will consider the projects in the additional years as informational.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Develop a TIP with a project listing that includes all federally funded and regionally significant projects ○ Include a list of major projects from the previous TIP that were implemented and identify any major projects from the previous TIP that were significantly delayed ○ Ensure document is fiscally constrained within the limits of funding that are reasonably expected to be available ○ Ensure public involvement procedures are followed ○ Ensure Project Selection Criteria is aligned with goals and objectives of the MTP
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Support the MPO in the development of the TIP ○ Work with the MPO to develop a definition for what constitutes a major project ○ Provide necessary financial information ○ Participate in MPO activities in the development and approval of the TIP ○ Submit or update project information as needed
Deadline	Required to be updated every 4 years, however it is a common practice among the Kansas MPOs to update the TIP every 2 or 3 years.

UNIFIED PLANNING WORK PROGRAM (UPWP)

Per federal requirements, MPOs are allowed the flexibility to make minor changes to their UPWPs without having to undergo a formal amendment; however, an MPO may elect to use formal amendments for minor modifications. Any changes made administratively should be reflected with the next UPWP Amendment. The following are instances in which an amendment **must** occur:

- Programming additional funding
- Transferring of funds between tasks/activities which are cumulatively in excess of one percent of the current total approved CPG portion of the budget or \$5,000, whichever is greater
- Addition or deletion of a project/activity
- Removing funds allotted for training allowances or transferring them to another task
- Revising the scope or objectives for a project
- The addition of certain costs that require prior federal approval (such as foreign travel)
- Changes in the source or amount of matching funds
- Changes in key persons performing the work (however KDOT would advise not tying tasks to specific staff members, only identify the agency responsible for the task if other than the MPO)
- Contracting out, subgranting, or otherwise obtaining the services of a third party to perform activities central to the work program
- Making any changes to existing contracts with a third party (i.e. consultants)

KDOT encourages the MPOs to contact their MPO liaison if it is unclear whether an amendment or administrative modification is necessary to make changes to the UPWP.

When amending the UPWP, **the MPO must include a summary of changes and justification for why the changes are warranted.** This summary should be included in the letter sent to KDOT requesting approval of the amendment.

Reference	<i>23 CFR §450.308: Each MPO, in cooperation with the State(s) and public transportation operator(s) shall develop a UPWP that includes a discussion of the planning priorities facing the MPA. The UPWP shall identify work proposed for the next one- or two-year period by major activity and task (including activities that address the planning factors in §450.306(a)), in sufficient detail to indicate who (e.g., MPO, State, public transportation operator, local government, or consultant) will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Prepare a work program that clearly outlines the MPO’s work activities for the fiscal year and includes the following: <ul style="list-style-type: none"> ● Funding amount for each task ● Lead agency/role identification ● Timeframe ● Clearly stated end products/deliverables ● Schedule for completing the work ● Develop a work program with all required elements. ● Identification and description of the various products of the 3-C Process. ● Subtasks or activities listed in the UPWP

	<ul style="list-style-type: none"> • Clearly identify in the budget summary and under each task/sub-task all sources of funding including Non-Competitive or Competitive funds • Submit request of approval to KDOT after Policy Board approval • Funding breakdown by sub-task/line item ○ Properly manage the content of the UPWP by: <ul style="list-style-type: none"> • Proper notification on intent to amend the UPWP (MPOs should allow KDOT an opportunity to review UPWPs and amendments prior its inclusion in subcommittee or Policy Board meeting packets) • Include summary of changes and justifications of those changes with each amendment • Actively track progress of work activities in meeting schedules • Confirm budget balance throughout the work year
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Assist in overall development of the UPWP ○ Provide estimated CPG available balances to the MPOs for budgeting purposes ○ Track and monitor the progress of UPWP activities through involvement in the MPO process and quarterly/annual progress reports submitted to KDOT. ○ Request concurrence for approval of the UPWP as necessary from OneDOT
Deadline	Final approval from KDOT and OneDOT will be by December 31 st of each year (in order to begin incurring costs starting January 1 st). Any costs incurred without an approved UPWP by the deadline are the responsibility of the MPO.

Table 1: UPWP Development and Approval Timetable

By ...	UPWP Activity	CPG Activity
Mid May	MPOs schedule meeting with KDOT and public transit providers to initiate the next UPWP development process	
End of June	MPOs meet with KDOT, FHWA, FTA and public transit providers to discuss planning priorities for the region; MPOs may initiate discussion about possibility of funding from KDOT for special planning projects during this meeting	
End of August	MPOs submit draft UPWPs to KDOT, FHWA, FTA & public transit providers with estimated CPG amounts.	
End of September	KDOT and public transit providers complete review of draft UPWPs and provide comments back to MPOs.	
End of November	MPO approval of final UPWP. MPO submits final UPWP to KDOT.	KDOT sends CPG agreements to MPOs.
End of December	KDOT approves final UPWPs and requests concurrence (approval) from FHWA/FTA	KDOT submits application to FTA for CPG.
Mid January	FHWA/FTA approval of UPWPs – effective date made as of January 1 st , or MPO approval date, whichever is later. <i>Note: KDOT will not make any payments until after FHWA/FTA approves the UPWP.</i>	MPOs return CPG agreements to KDOT. FTA approves CPG.
Beginning of April		CPGs are amended to include federal adjustments and carryover funds

PUBLIC PARTICIPATION PLAN (PPP)

Reference	<i>23 CFR §450.316: The MPO shall develop and use a documented participation plan that defines a process for providing...interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Develop a PPP that clearly outlines the MPO’s goals, objectives, and activities pertaining to public outreach activities ○ Provide public outreach opportunities that go beyond traditional public involvement ○ Cooperate with the other planning partners to develop and maintain the Public Participation Plan for use in the metropolitan planning process ○ Initiate periodic reviews of the effectiveness of the PPP strategies and suggest updates to the Plan in cooperation with the other planning partners ○ Follow the PPP in its planning and programming work so that the public is engaged in meaningful and appropriate planning and project development activities in the region
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Support the MPO in plan development and ensure the process established by the MPO in the PPP is followed related to MPO planning document approval
Deadline	Reviewed and updated at least every 5 years, following the passage of each new federal surface transportation program; and, if possible, in advance of the MTP updates.

CONGESTION MANAGEMENT PROCESS (CMP)

Congestion of roadways is a problem experienced to some degree by all metropolitan areas. Recurring congestion typically occurs when vehicle demand exceeds the capacity of the road facility to move traffic. In the past, transportation agencies sought to solve the congestion by adding capacity in the form of additional lanes or upgrading the road facility type (e.g. from an arterial to a freeway). Experience has shown that, while the widening frees up the corridor for a time, the demand usually rises accordingly until the corridor is congested again. While widening is not ruled out by the CMP to alleviate this congestion, it is considered as one of many options as the advantages and disadvantages of each alternative are objectively explored. In addition, the CMP provides a more thorough way of identifying and evaluating congestion over a metro area, as opposed to a reactionary approach.

Federal regulations require the transportation planning process in a Transportation Management Area (TMA) to address congestion management through a process that provides for safe and integrated management and operation of the multimodal transportation system based upon a cooperatively developed and implemented metropolitan-wide strategy. For this reason, all TMAs are required to have a Congestion Management Process (CMP) in place. Congestion management processes provide a toolbox that includes alternative strategies to improve performance and manage congestion and its effects. The Regional ITS Architecture provides a specific, tailored structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region. It defines how systems functionally operate and the interconnection of information exchanges that must take place between these systems to accomplish transportation services. This congestion management process should produce multimodal system performance measures and strategies that can be reflected in the MTP and the TIP.

The end result is to provide more effective and efficient use of limited resources to address congestion problems. The key elements of a congestion management process are:

- Area of application—the geographic area where congestion levels will be monitored, and strategies evaluated and implemented
- Transportation system definition—the network of modes and facilities to be monitored
- Performance measures—provide the mechanism for locating and quantifying the level of congestion
- Performance monitoring plan—continuous data collection and analysis responsibilities over time
- Identification and evaluation of strategies—screens and evaluates strategies for potential effectiveness
- Monitoring of strategy effectiveness—gathers data, evaluates, and reports on the effectiveness of the strategies that have been implemented
- Implementation and management of CMP activities—coordinates CMP processes and products, and also reviews the system for improvement

There are several classes of strategies which may be employed by the CMP:

- Travel Demand Management—may include ridesharing, incentives/disincentives, pedestrian/bike improvements, or alternative work arrangements
- High-occupancy Vehicle treatments—lane priority, signal priority, support facilities for vehicles carrying 2 or more passengers
- Transit—enhancements to routing, service quality, marketing, or new modes
- Congestion pricing
- Growth management—land use policies, or design standards
- Transportation System Management—geometric or operational improvements
- Access Management—driveway or median control
- Incident Management—improvements to detection, response, clearance, or information/routing
- Intelligent Transportation Systems (ITS)
- General purpose lanes

Reference	23 CFR §450.320 and also refer to the new CMP Guidebook titled, “Advancing Metropolitan Planning for Operations” by the U.S. Department of Transportation.
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ TMAs will develop and maintain a congestion management process and update the process on a regular basis ○ The TMAs will coordinate with appropriate federal, state, and local agencies and other stakeholders in development of the CMP ○ The TMAs shall develop and implement procedures and responsibilities for maintaining the CMP, as needs evolve within the region
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Participate in updates of the CMP ○ Use CMP information as a resource in pertinent KDOT studies
Deadline	Created or updated as needed to serve the regional transportation system.

CERTIFICATIONS AND REVIEWS

SELF-CERTIFICATION

The MPO must certify to KDOT that the metropolitan transportation planning process is addressing the major issues facing the metropolitan planning area and that the process is being conducted in accordance with all applicable state and federal requirements.

Reference	<i>23 CFR §450.334: For all MPOs, concurrent with the submittal of the entire proposed TIP to the FHWA and the FTA as part of the STIP approval, the State and the MPO will certify at least every four years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Submit the Self-Certification Form to KDOT for signatory approval prior to finalization of the TIP. A template of the certification is located in Appendix B. ○ Develop a process for self-certifying their metropolitan planning process
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Once the MPO submits the Self-Certification Form to KDOT and the TIP is finalized, KDOT will certify to FHWA and FTA that the metropolitan transportation planning process is meeting the 3-C planning requirements. ○ Certify to FHWA and FTA, that the MPO has met all self-certification requirements
Deadline	Self-Certifications must be submitted in conjunction with each new TIP or at least every 4 years.

FEDERAL CERTIFICATION/PLANNING REVIEWS

Certification Review

Every four years FHWA and FTA will conduct a Certification Review of the transportation planning process for the TMAs to determine if it meets the requirements of 23 USC § 134 and 49 USC § app 1607. Reference 23 CFR § 450.336 for more information.

Planning Review

Certification Reviews are not required for Non-TMAs; however, FHWA and FTA may elect to conduct a similar review for the smaller MPOs. FHWA and FTA will select an area of emphasis for the Planning Review.

CONSOLIDATED PLANNING GRANT

KDOT is responsible for administering and overseeing PL and 5303 funds, granted by FHWA and FTA respectively. FHWA has agreed to transfer Kansas's share of PL funds to FTA to be administered together with the 5303 funds as part of a Consolidated Planning Grant (CPG). The CPG funds are allocated to the MPOs to carry out the 3-C planning process and implement the work activities presented in their UPWPs.

GRANT AGREEMENT

Currently, annual grant agreements are entered into between KDOT and each MPO. Before CPG funds can be available for reimbursement, the MPO must have a USDOT approved UPWP in place. Further, KDOT must have an executed planning grant agreement with each MPO. This allows for the encumbrance of federal CPG funds, used to implement UPWP activities. The agreement contains grant management and administration requirements under 49 CFR Part 18, 23 CFR Part 420, and OMB Circular A-133.

If the current year's final federal authorization levels are unknown at the time the agreement is to be mailed, the agreement will reflect one-quarter of the current amount programmed in the UPWP. The grant agreement will be amended after the end of the first quarter to reflect the current year's funding and any carryover funds from the previous year.

Reference	<i>23 CFR §420.109 and 2 CFR §225</i>
MPO Role/ Responsibility	o Responsible for having a USDOT approved UPWP in place in order for grant agreements to be executed
KDOT Role/ Responsibility	o Develop grant agreement and conduct the agreement process

FORMULA

KDOT's formula for distributing the Consolidated Planning Grant (CPG) funds, which includes PL and 5303 funds, is as follows:

- o Base Allocation of \$100,000 (the St. Joseph MPO would receive a base amount of \$2,500)
- o Transportation Management Areas (TMAs) receive an additional \$50,000
- o Air Quality Non-attainment areas receive an additional \$50,000
- o The remaining funds distributed based on population of the Census defined Urbanized Area

KDOT obligates PL funds at a percentage consistent with other federal programs KDOT manages. 5303 funds are obligated at 100%. The formula used to allocate the CPG funds to the MPOs was modified in June of 2012. This formula modification was made through a consultation process including the MPOs' staffs and Policy Boards, as well as input from FHWA and FTA.

EXCESS FUNDS POLICY

MPOs are allowed to carry over their CPG funds for three years. After the third year, the MPO will be allowed to keep twenty (20) percent of the remaining balance as carryover and the remaining eighty (80) percent will be placed in the KDOT Metro Planning Project. The three year bands will follow the grant cycle KDOT has with FTA (2012-2014, 2015-2017, etc).

The only exception the excess funds policy stated above would be if the MPO is beginning or in the middle of their TDM or MTP update. If this is the case, the MPO and KDOT will work together to reach an agreement regarding the amount of funds to be retained by the MPO and the date in which those funds will be expended. Any carryover funds identified to be used on the TDM or MTP that are not spent will be placed in the KDOT Metro Planning Project.

Competitive Application Process

The funds recaptured by KDOT and placed in the Metro Planning Project will be made available to the MPOs through a Competitive Application Process. The Competitive Process will be held after three year grant cycle (provided there are an adequate amount of funds in the Metro Pot). KDOT will notify the MPOs of the available balance at least 2 months prior to the applications being due. These funds may be used for any eligible planning activity. A selection committee composed of various KDOT personnel will review the applications and score each proposal using an evaluation form (the evaluation form will be supplied to each MPO before the Competitive Round opens). Competitive funding awards are contingent upon UPWP approval and continuing progress on activities listed in the UPWP. KDOT will provide further guidance during the Competitive Application Process.

PROCUREMENT

REQUEST FOR PROPOSALS/QUALIFICATIONS

Request for Proposals (RFP) and Request for Qualifications (RFQ) must identify all evaluation factors and their relative importance as per 49 CFR §18.36. RFPs/RFQs must also include a statement in the RFP encouraging the use of Disadvantaged Business Enterprise (DBE) firms and explicitly state the DBE participation goal if one has been placed on the project. For additional details regarding the DBE program as it pertains to the MPO process please see KDOT's MPU DBE Program Guidance.

PROCUREMENT OF GOODS AND SERVICES

Outlined below is a general overview of KDOT's Procurement Standards for both the solicitation of goods and services. For a more comprehensive description and list of requirements, please see *Appendix C*. Please note, that in most cases the MPO or MPO's fiscal agent's procurement standards are more stringent than KDOT's. The MPO should follow whichever set of standards is most strict. If the local procurement procedures change, the MPO will provide KDOT the new policy.

Soliciting Consultant Services

Prior to the solicitation of any consultant services, the work activity must be programmed in an approved UPWP.

Under \$5,000: MPOs are encouraged to solicit consultant services by obtaining comparative pricing via phone, fax, letter, or email bids.

\$5,000 to \$25,000: Solicitation of services shall be made by advertising the activity for a minimum of 14 days and actively soliciting potential firms. The MPO is expected to contact KDOT prior to advertising in order to determine if a DBE goal is appropriate.

- Greater than \$25,000: Either the KDOT Procurement Process or the MPO's own process, if more strict, should be followed.

Purchase of Goods

Any goods purchased over \$5,000 must be in an approved UPWP.

Under \$5,000: MPOs are encouraged to solicit consultant services by obtaining comparative pricing via phone, fax, letter, or email bids.

\$5,000 to \$25,000: Comparative pricing shall be made via letter, fax or email bids. A minimum of (3) three written bids are required to be obtained. A minimum three (3) day public posting is required. The lowest bid meeting the MPOs specifications should be selected. If not, justifications for doing otherwise should be documented.

Greater than \$25,000: MPOs should follow their local procurement procedures. If such procedures are not in place, or KDOT's procedures are more stringent, the KDOT Procurement Process should be followed.

KDOT PROCUREMENT PROCESS

Necessary amendments to the UPWP for consultant activities/purchases are to be done before the MPO initiates the procurement process.

Reference	49 CFR §18.36
Procurement Process	<p>Notice to Proceed with RFP/RFQ</p> <ul style="list-style-type: none"> ○ The MPO will submit to KDOT the Notice to Proceed with RFP/RFQ at least 10 business days before the RFP/RFQ is expected to be issued along with a draft of the RFP/RFQ and any appropriate attachments. MPOs maintaining their own DBE goal setting process must still submit RFP/RFQs to KDOT for review and approval. <ul style="list-style-type: none"> ○ Upon KDOT’s Metro Planning Unit’s (MPU) review of the <i>Notice to Proceed with RFP/RFQ</i>, the draft RFP/RFQ will be forwarded to KDOT’s Office of Civil Rights for review and placement of a DBE participation goal as appropriate. ○ Within 10 business days, KDOT’s MPU staff will return the <i>Notice to Proceed with RFP/RFQ</i> to the MPO approving or requesting changes be made to the RFP/RFQ. <i>The Notice to Proceed with RFP/RFQ</i> will indicate the dollar amount to be placed as the DBE goal. Upon receipt of the approved <i>Notice to Proceed with RFP/RFQ</i>, the MPO may issue the RFP/RFQ. ○ The RFP/RFQ must be advertised for a minimum of 14 days. Once proposals are received, the local project sponsor may conduct any short-listing that needs to occur and then proceed with the next step in this process. <p>Notice to Proceed with Interviews</p> <ul style="list-style-type: none"> ○ 10 business days before consultant interviews are held, the MPO will submit to KDOT the <i>Notice to Proceed with Interviews</i> form. This should include a list of all firms submitting proposals and indicates if the DBE goal will be met or if Good Faith documentation has been submitted. A copy of DBE Provision 07-19-80-R12 for each submitting firm must be included with the <i>Notice to Proceed with Interviews</i> form. ○ Note: If the DBE goal is not met by a bidding consulting firm or team, Good Faith Effort documentation must be provided and will be reviewed and approved by KDOT. Please see KDOT’s <i>DBE Program Guidance</i> for more information. ○ KDOT will return the <i>Notice to Proceed with Interviews</i> to the MPO within 10 business days. Once the MPO receives an approved <i>Notice to Proceed with Interviews</i> form and no other changes are required, the MPO may proceed with the interview process. <p>○ Notice to Award</p> <ul style="list-style-type: none"> ○ Once interviews are held and a firm is selected, the MPO will submit to MPU Staff the <i>Notice to Award</i>, a draft scope of work, draft contract, along with any other required attachments at least 5 business days before awarding the contract. ○ KDOT will return the <i>Notice to Award</i> within 5 business days. Once the MPO receives the approved <i>Notice to Award</i>, the MPO can formally award the project and proceed with finalization of the scope of work and contracts. ○ The MPO shall provide KDOT with a copy of the finalized Scope of Work and contract, along with any required attachments (including DBE attachments) within 10 business days after the contract is signed. This should include copies of any and all contracts between the MPO and prime consultant and subconsultants.
Note:	This process does not preclude KDOT in its involvement and participation in the short listing and interview process. All documentation will be maintained for a minimum of seven (7) years, which includes; rationale for the method of procurement, the contractor selection/rejection for short listing and interviews, the basis for the contract price, DBE documentation and contracts.

FISCAL RESPONSIBILITIES

REIMBURSEMENT FOR TRAINING AND TRAVEL EXPENSES

Reimbursement for travel and training expenses will be limited to those costs incurred by MPO staff. KDOT approves staff travel expenses already programmed in the UPWP and budget. Travel detailed in the approved UPWP does not require further prior approval. Additional travel outside of the approved UPWP must have KDOT's prior approval in order to be eligible for a direct cost reimbursement. Proper documentation of the costs incurred for this travel must be submitted as part of the request for reimbursement. The rate of reimbursement will be in accordance with the MPO's approved travel policy.

Reference	2 CFR §225
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ The MPO must include all travel and training in the UPWP ○ If the MPO wishes to travel or attend training not listed in the UPWP, they must request KDOT's approval prior to travel. ○ Any travel or training not identified in the UPWP or approved by KDOT in advance may not be eligible for reimbursement.
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ KDOT will review and notify the MPO of approval of travel request should additional requests outside of travel listed in the UPWP be made. ○ KDOT will reimburse approved travel and training in the next appropriate quarterly/monthly billing.

BILLING FOR REIMBURSEMENT

Reference	2 CFR §225
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ For each request for reimbursement submitted to KDOT, a corresponding progress report will be submitted at least quarterly for that same time period. ○ The accompanying progress report should follow the same general format as the UPWP and include the status and estimated percent complete of each product listed in the UPWP. If the activity is ongoing, state this and note what work has been completed. ○ Documentation of expenses requested for reimbursement must be included with each request. KDOT reserves the right to request additional documentation to the extent that KDOT is comfortable. ○ Detailed records and documentation for all expenses must be retained by the MPO and be available for review by KDOT, FHWA or FTA staff at all times. ○ Documentation of local match must be included whether the source is cash or in-kind. ○ The MPO must retain all records for a minimum of three (3) years after grant close-out. KDOT would recommend the MPO maintain records for seven (7) years.
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ KDOT will reimburse the MPOs on a quarterly basis (as indicated in Table 2 on the following page), with the exception of MARC and the Flint Hills MPO, which will be reimbursed monthly. ○ KDOT will review progress reports and all other necessary documentation to ensure that projects and activities are moving forward appropriately. ○ KDOT will strive to process the reimbursement within 15 days of receipt of a complete report.

QUARTERLY REPORTS

MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ The MPO is responsible for submitting the Quarterly Reports in a timely fashion and ensuring they are accurate and complete. ○ The following checklist is intended to serve as an aide for MPO staff members that prepare quarterly reports and billings: <ul style="list-style-type: none"> ● Cover letter ● Quarterly Progress Report according to tasks in UPWP ● Tasks correspond with UPWP (same format as UPWP) and are allowable and eligible expenses (this should include those specific items that are performed to complete the individual work task item) ● Consultant invoices and progress report ● Summary payroll/timesheet (including how many hours spent on each work task per staff member) ● Expenditure Report (comparison of estimated vs. expended amount by subtask) ● Documentation of local match ● DBE Payment information form ● Additional documentation needed (receipts, invoices, etc)
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Review each quarterly report and supplemental information to monitor the status of planning activities and determine whether those activities are eligible for reimbursement ○ Follow up on activities that are not meeting the proposed completion/implementation dates
Deadline	<p>Quarterly reports should be postmarked by the date outlined in the Table 2: Timeline of Quarterly Report Due Dates, below. If the quarterly reports are not postmarked by the time frame indicated in Table 2, reimbursements will not be made until the following quarter, provided that the following quarterly report is received on time.</p>

Table 2: Timeline of Quarterly Report Due Dates

Quarter		Quarterly Report Due Dates
1 st Quarter	January – March	May 15 th
2 nd Quarter	April – June	August 15 th
3 rd Quarter	July – September	November 15 th
4 th Quarter	October – December	February 15 th (of the following year)

REPORTING UPWP DISADVANTAGED BUSINESS ENTERPRISE ACTIVITIES

By August 1st of each year, KDOT must submit its Disadvantaged Business Enterprise (DBE) goal to FTA. In order to meet this deadline, by July 15th the MPOs must provide KDOT with a list of the contracting opportunities planned for the next UPWP period. The list should contain the project title, estimated cost and the month the Request for Proposal (RFP) will be released. Each RFP must also include the “Required Contract Provision DBE Contract Goal” form. Each bidder will use the form to identify any proposed subconsultants.

Bi-annually KDOT must report to FTA on its progress towards meeting its DBE goal. In order for KDOT to submit the reports in a timely manner, the MPOs that do not report directly to FTA must complete a DBE Payment Information form and submit it quarterly with the UPWP progress report. The MPOs are to report on consultants and any subconsultants. The form is available electronically by contacting the KDOT Metro Planning Unit and can also be found in *Appendix D* along with instructions on how to complete the form. For more information on DBE requirements, please see KDOT’s *DBE Program Guidance*.

ANNUAL REPORTS

At the end of each year, the MPOs will provide KDOT with an Annual Performance and Expenditure Report summarizing the progress of all activities and projects that were worked on during that year. The Annual Reports will be thoroughly reviewed for consistency with the Quarterly Reports and to ensure product completion. The 4th Quarter Report may be incorporated into the Annual Report. If an MPO chooses to combine the two, all the elements listed for both the Annual Report and Quarterly Report in this manual must be shown.

Reference	23 CFR §420.117
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ The Annual Report should follow the UPWP format ○ A status of expenditures report should be included with the Annual Report in a format compatible with the UPWP budget for the total project cost (not just the CPG portion of the UPWP). The expenditures portion of the report should compare the budgeted amount to the actual cost incurred for each sub-task or activity. If the budgeted and actual costs are significantly different, an explanation should be provided. ○ A summary should be provided of the activities, projects, etc that have been worked on over the last year (a summary of the quarterly reports) <ul style="list-style-type: none"> ● Each project or activity must have the percent of completion. If the project or activity is not 100 percent complete, a brief summary must be provided stating why it is not complete and how you plan to complete it in the following year. ● The projects or activities not completed must be included in the following year’s UPWP. If the project is not in the following year’s UPWP, an explanation should be provided in the report.
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ KDOT will review the Annual Report to: <ul style="list-style-type: none"> ● Ensure that the projects and activities programmed in the UPWP are completed or otherwise included in the following years’ UPWP ● Ensure that the MPO is completing core products ● Ensure that progress is made on work activities in which to implement the goals and objectives of the MTP
Deadline	The Annual Report is due 90 days after the end of the 4 th quarter. Payments for the following year’s grant will not be made until the Annual Report is received by KDOT.

MATCHING THE CPG

There are several sources available to be used as contributions toward the Consolidated Planning Grant local match requirement:

- **Local Contribution**—local cash, part time MPO staff time or work performed by the fiscal agent
- **3rd Party In-Kind Contribution**—any activity not funded by the MPO, the MPO’s fiscal agent or KDOT
- **Costs Incurred by KDOT**—any study KDOT provides funding for and serves as the project manager

Local Contribution

Cash is the preferred method of match as it allows the MPO to have a more robust work program. When showing cash match in the UPWP, the MPO may do an 80/20 split for each task to show the federal share versus the local share. When local cash is used, the source of the cash does not need to be identified.

Part-time MPO staff can be used by MPOs with a host agency who acts as their fiscal agent. To consider an employee part-time MPO staff, the following must apply: the staff member receives their paycheck from the fiscal agent, no part of their salary is paid for by the CPG or any other federal funding source, the activities being claimed must directly benefit the MPO, and activities to be completed by the staff person must be CPG eligible. The MPO should identify in the UPWP which activities are being completed by part-time MPO staff. Any activity or study performed by the MPOs host agency who acts as their fiscal agent can also be considered as a local contribution.

3rd Party In-Kind Contribution

The 3rd Party In-kind Contributor must agree to provide the MPO with the appropriate source documentation to verify expenditures. The MPO will need to obtain sufficient source documentation from the 3rd party detailing expenditures and when the costs were incurred. The MPO will also need to obtain a letter from the 3rd party permitting the activity to be used as match prior to approval of the source in the UPWP. This letter should also verify that the activity is not being used to match any other federal grant and that no federal dollars are being spent on the activity. An example can be provided upon request.

Costs Incurred by KDOT

A Cost Incurred by KDOT is any project or study in which KDOT serves as the project sponsor or funding agency. The MPO must receive prior written approval from KDOT to use the activity as match.

Approval of Matching Source

If an MPO chooses to use toll credits or any of the three cost-sharing activities (CSA) described above (part-time MPO staff, 3rd Party In-kind Contributions and costs incurred by KDOT), the MPOs should follow a similar process to the one outlined below. It is recommended that the MPO have early conversations with KDOT on any potential CSA to ensure its eligibility prior to the formal request to KDOT and/or local project sponsor. The MPO should submit in a writing a request to KDOT to approve the use of the CSA prior to the approval of the UPWP or UPWP amendment. This request should include the following:

- The scope of the activity
- How the activity furthers the transportation planning process in the region
- How the activity feeds into the MPO's regional plans and projects
- The amount of match to be claimed from the activity and how the MPO arrived at this amount
- If using 3rd Party In-kind Contribution, a letter from the 3rd party agreeing to the use of the activity as match

Overall Requirements for Cost-Sharing Activity

Regardless of which Cost-Sharing Activity (CSA) the MPO is using (part-time MPO staff, 3rd Party In-kind or Costs Incurred by KDOT), the following apply:

- The CSA must be an eligible and allowable transportation planning activity that benefits the metropolitan planning process
- The CSA is necessary and reasonable for proper and efficient accomplishment of project objectives
- The CSA is not being used as match towards another federal grant
- No federal funds are used to fund any portion of CSA (a penny of federal funds placed on a project federalizes the CSA and means it can no longer be used as match toward any federal funded grant)
- Any activities or work associated the CSA should be performed during the period in which it is being used to match the CPG (if the CSA takes place in 2012, it should be used to match the 2012 UPWP)
- The value of the CSA and how this value was derived is verifiable from records and supported with appropriate documentation.
- The grantee/sub-grantee or 3rd party has agreed to allow the value of the work to be used a CSA to match the CPG

To be eligible to use a CSA as match, the MPO must keep both the source documentation and the letter from the 3rd Party In-kind Contributor or KDOT in its files for seven (7) years. These records must be available for review by KDOT and/or FHWA/FTA. This documentation must be submitted to KDOT with the quarterly reports if any CSA is to be claimed. When invoices are submitted by the MPO to KDOT to use as match, documentation must support the value of any matching activities. Only costs that are actually incurred may be credited as match.

UPWP Requirements

When an MPO chooses to use any CSA as a contribution toward the local match requirement, it must be specifically listed as an activity in the UPWP. The UPWP must include the specific dollar amount of match, the source of funding, and a sufficient description of the activity. The MPO should work with their KDOT MPO Liaison to ensure all matching sources are shown accurately in the UPWP.

The use of a CSA must be approved in advance by KDOT and FHWA/FTA and be identified in the MPO's UPWP prior to being used as match. Any costs incurred on the CSA prior to it being approved in the UPWP are not eligible to be used as match. The MPO must submit invoices from the CSA to KDOT with quarterly billings.

If at the end of the program year, the total value of the CSA is not sufficient to match the total expenditures, the MPO will be responsible for the remaining match needed.

Please see KDOT's Toll Credit Policy for information on using toll credits as match.

ANNUAL LISTING OF OBLIGATED PROJECTS

The Annual Listing of Obligated Projects is one of the aspects of public accountability assigned to the metropolitan transportation planning process. This document is an annual reporting of the federal funds obligated to projects in the metropolitan planning area during the preceding year. The Annual Listing shall include all federally funded highway and transit projects authorized or revised to increase obligations in the previous program year. The listing will include at a minimum the TIP information under Section 450.324 and shall identify for each project, the amount of federal funds that were requested in the TIP, the federal funding that was obligated during the preceding year, and the federal funding remaining and available for subsequent years. Particular attention should be called to those projects that include pedestrian walkways and bicycle transportation facilities. A clear summary, explaining the purpose of the list and any technical jargon, should precede the actual listings. The Annual Listing of Projects should be available on-line and in hard copy format. It can be a standalone document and/or included in the TIP and is left to the individual MPO's discretion.

The list of all federally obligated highway and transit projects shall include:

- Project Name/Location
- Work Description
- TIP Number and KDOT Project Number
- Funding Source
- Amount of federal funds requested in the TIP
- Amount of federal funds obligated during the federal fiscal year
- Amount of federal funds remaining for subsequent years (TIP programmed amount minus obligated amount)
- Projects should indicate if bicycle or pedestrian elements are included

Reference	<i>23 CFR §450.332: In metropolitan planning areas, on an annual basis, no later than 90 calendar days following the end of the program year, the State, public transportation operator(s), and the MPO shall cooperatively develop a listing of projects...</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Lead the development of the Annual Listing of Obligated Projects in cooperation with the other planning partners ○ Publish the Annual Listing of Projects ○ Coordinate with KDOT and the public transit provider to ensure transit funds are included in the annual listing ○ Establish the schedule for completing the Annual Listing of Obligated projects, taking into account the schedules for releasing such information by KDOT and the public transit provider and other sources of information
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Cooperate with the other planning partners in the development of the Annual Listing of Obligated Projects ○ Provide each MPO with information regarding any federally funded projects they administered within the MPO's metropolitan planning area boundary that have had federal fund obligations during the previous year. This information is typically available in early October. ○ Establish internal procedures to provide necessary information each year to the MPOs ○ Review the Annual Listing as submitted and provide comments as necessary
Deadline	MPOs will publish the Annual Listing no later than 90 calendar days (December 31 st) following the end of the program year in the TIP and/or as a standalone document.

HIGHWAY FUNCTIONAL CLASSIFICATION

Functional classification is the process by which streets and highways are grouped into hierarchical classes according to the character of service they are designed to provide. It is important to understand that individual roads and streets do not work independently, but as a network. Functional classification defines the part that any particular road or street should play in serving the flow of trips through a highway network.

The highway network is a critical medium for the movements of goods and services and for providing individual travel mobility and access to property. Because cities and larger towns generate and attract a large proportion of longer trips, arterial highways generally provide direct service for such through travel and emphasize a high level of mobility for through movement. Collectors serve to connect travelers to the arterial network, and collect traffic from the local roads. The local roads serve to provide local access to properties, which is driven by the intensity of land use.

Reference	<i>23 CFR § 470.105</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Cooperate with the other planning partners to establish and maintain the region's functional classification system. ○ Establish and maintain policies to guide the maintenance of the region's functional classification system. ○ Review and update the functional class map on annual basis, or as necessary, prior to a programming round for sub-allocated federal funds (as applicable), and preferably prior to the development of a new TIP. ○ Forward any proposed changes to the region's functional classification system to KDOT for approval. ○ Ensure that projects programmed in the TIP using federal funds for road construction are collectors and above. ○ Be involved in functional classification discussions within the rural and small urban areas included in the MPO planning area.
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Cooperate with the other planning partners to establish and maintain the region's functional classification system, including assisting the MPO in ensuring that the classification meets federal guidelines ○ When KDOT's-Bureau of Transportation Planning receives a request to change the functional classification, the appropriate staff in the agency will review the proposed changes, documentation & maps then work to resolve changes and/or concerns with the MPO. KDOT will then prepare and submit a recommendation to FHWA for approval. ○ When there are changes on the State Highway System within the MPO's planning area, KDOT will coordinate those changes with the MPO. ○ Reflect the region's federally approved functional classification system in their statewide functional classification systems
Deadline	Annually, prior to the programming of sub-allocated federal funds, prior to development of a new TIP, and as needed depending on MPO schedule

CORRIDOR MANAGEMENT

The ability of highways to carry traffic efficiently and safely is impacted by the amount of development along a given highway. As more businesses and homes locate along a section of highway (sometimes using existing access points intended for agricultural use) the capacity of the highway degrades. Turning traffic, multiple access points and the addition of traffic signals contribute to decline in performance of the road. Poor access management also leads to a higher accident frequency on state highways, city streets, and county roads. Access management techniques, such as shared and right-in/right-out driveways, frontage roads, and turn lanes can help mitigate the impacts of traffic. KDOT works with local units of government to appropriately and equitably deploy these countermeasures.

KDOT’s Corridor Management Program exists to promote a balance between mobility and accessibility. This is accomplished through designation of “high priority” corridors and partnering with regional and local authorities via corridor planning efforts and subsequent Memoranda of Understanding (Interlocal Agreements). In this way, the combined regulatory authorities of state, regional and local units of government can better ensure safe and efficient travel, access to developed areas, and better stewardship over the multi-billion dollar public investment in streets and highways.

KDOT recommends the MPOs utilize the Transportation Research Board (TRB) Access Management Manual, particularly chapters 4, 6, 7, 13 and 14, and, applicable National Cooperative Highway Research Program (NCHRP) literature when developing regional corridor management strategies, goals, and objectives.

SUB-ALLOCATED FUNDS CMAQ/STP (TMAs)

Reference	<i>23 U.S. C. 133: STP funds sub-allocated for urbanized areas with over 200,000 population may be used for any of the eligible STP purposes set forth in 23 U.S.C. 133(b). Federal funds are provided to the TMA region under several program categories. These funds include Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ).</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Responsible for working with the transportation providers to determine how the federal funds should be programmed to meet the transportation needs of the region ○ Coordinate and administer the project selection process ○ Responsible for monitoring the progress of the programmed projects to ensure all of the federal funds are obligated each year
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ KDOT MPU monitors the use of federal funds used in a TMA region, while KDOT’s Bureau of Local Projects is responsible for project management and serves as the manager of these funds ○ Provide the necessary support and information to assist the MPOs in developing plans and programs. However, KDOT also has the responsibility of ensuring the federal funds allocated to the MPOs are programmed in an appropriate manner and in accordance with federal requirements. ○ KDOT’s Bureau of Local Projects and Metro Planning Unit will participate in the project selection process as cooperative partners during programming cycles.
Deadline	All federal funds for a given fiscal year MUST be obligated by mid-September of that year. Project monitoring is ongoing in nature.

URBAN AREA BOUNDARY

Urban area boundaries (UAB) are established by the US Census Bureau following each decennial census. These boundaries distinguish between urban and rural places for funding and system classification purposes. The Census-defined boundary is used to set the MPO/TMA threshold and is the basis for funding distribution among specific sources of funds.

The MPO and KDOT, working together cooperatively, may adjust the Census-defined UAB to create smooth, definable boundary lines between urban and rural places within the metropolitan planning area. This adjusted boundary should follow census block lines, section lines or other geographical borders already established and may be expanded to include growth expected within the next five to ten years. The adjusted UAB cannot extend further than 2.5 miles beyond the Census-defined UAB. The adjusted boundary, which is approved by FHWA, is used by the MPO and KDOT for roadway classification and other purposes.

The Census-defined UAB is critical to the overall administration of the surface transportation program. There are several key program impacts for metropolitan transportation planning which include:

- Designation of MPOs
- Designation of Transportation Management Areas
- Application of conformity requirements
- Funding availability (federal funds attributable urbanized areas over 200,000 population)

Reference	<i>23 CFR §1.7 and 23 CFR §470.105</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Cooperate with the other planning partners in the review of census-defined urbanized area boundaries and make any adjustments for transportation planning purposes. The MPO will initiate the process to adjust the census-defined urbanized area boundary following each decennial census ○ Prepare and maintain descriptions and maps of the current census-defined and adjusted urbanized area boundaries as well as make them available to the other planning partners ○ Consider the latest USDOT approved urban area boundary to be the current boundary for MPO regional transportation planning purposes ○ Forward any boundary adjustments to KDOT for approval
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for planning purposes ○ Consider for approval all boundary adjustments approved and submitted by the MPO ○ After approving the adjustments to the urbanized area boundary, KDOT will submit the approved adjustments to USDOT for final approval
Deadline	After the Urban Area Boundary is determined by the decennial Census, adjustments should be made as infrequently as possible and only when deemed absolutely necessary (i.e., new or updated Census data)

ITS ARCHITECTURE PLANS

In accordance with 23 CFR Part §940, a regional Intelligent Transportation Systems (ITS) architecture must be developed for areas planning to deploy ITS projects in order to guide the development of these ITS projects and programs. Any region that is currently implementing ITS projects should have had a regional ITS architecture by April 8, 2005. Per federal regulations, all ITS projects that are funded in whole or in part with highway trust fund monies on NHS and non-NHS routes must be included in the region's ITS Architecture Plan. While a regional ITS architecture plan must be developed for areas planning to deploy ITS projects, it is not a specific MPO requirement. However, the Kansas MPOs have taken on this responsibility with KDOT's support and approval. Currently, all Kansas MPOs have approved ITS Architecture Plans in place and are working to maintain and update them as necessary.

The MPO's Regional ITS Architecture should provide a specific, tailored structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region. It should define how systems functionally operate and describe the interconnection of information exchanges that must take place between these systems to accomplish transportation services. The Regional ITS Architecture must be consistent with ITS strategies and projects contained in applicable transportation plans. The regional ITS architecture shall be on a scale commensurate with the scope of ITS investment in the region.

In the development of the regional ITS architecture, provisions should be made to include participation from the following agencies, as appropriate: highway agencies; public safety agencies (e.g., police, fire, emergency/medical); transit operators; Federal lands agencies; State motor carrier agencies; and other operating agencies necessary to fully address regional ITS integration. Development of the regional ITS Architecture should be consistent with the transportation planning process. Furthermore, the National ITS Architecture shall be used as a resource in the development of the regional ITS architecture and the regional architecture should be consistent with the Kansas Statewide Intelligent Transportation Systems Plan.

The regional ITS architecture shall include, at a minimum, the following:

- A description of the region;
- Identification of participating agencies and other stakeholders;
- An operational concept that identifies the roles and responsibilities of participating agencies and stakeholders in the operation and implementation of the systems included in the regional ITS architecture;
- Any agreements (existing or new) required for operations, including at a minimum those affecting ITS project interoperability, utilization of ITS related standards, and the operation of the projects identified in the regional ITS architecture;
- System functional requirements;
- Interface requirements and information exchanges with planned and existing systems and subsystems (for example, subsystems and architecture flows as defined in the National ITS Architecture);
- Identification of ITS standards supporting regional and national interoperability; and
- The sequence of projects required for implementation.
- Existing regional ITS architectures that meet all of the requirements shall be considered to satisfy the requirements. The agencies and other stakeholders participating in the development of the regional ITS architecture shall develop and implement procedures and responsibilities for maintaining it, as needs evolve within the region.

Reference	<i>23 CFR §940: A regional ITS architecture must be developed to guide the development of ITS projects and programs and it must be consistent with ITS strategies and projects contained in applicable transportation plans.</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Review the regional ITS architecture on a periodic basis and will plan to update this at least once every five years, preferably ahead of or in conjunction with the updates of the Metropolitan Transportation Plan. <ul style="list-style-type: none"> ● This update will ensure that the regional ITS architecture is remaining in compliance with 23 CFR §940 and reflects new components and information exchanges that would enhance transportation performance in the region ○ Develop and implement procedures and responsibilities for maintaining the ITS Architecture Plan as needs evolve within the region ○ Establish a method for ensuring conformity of ITS projects submitted for inclusion in the TIP with the regional architecture ○ Provide assistance to project sponsors in identifying information exchanges for proposed ITS and ITS-related projects
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Actively participate as a cooperative partner in development of the regional ITS Architecture plan. ○ Comply with 23 CFR Part §940 to plan, develop and evaluate proposed transportation technology investments in the region. ○ Actively participate in the reviews and updates to the regional ITS architecture. ○ KDOT’s Metro Planning unit will serve as a liaison to KDOT’s ITS program as necessary.
Deadline	Updates to the ITS Architecture will be made on a periodic basis but should be updated at least once every five years—preferably before or in conjunction with the next update to the Metropolitan Transportation Plan.

TITLE VI PROGRAM

It is the responsibility of the MPO, as a recipient of federal funds, to maintain a Title VI Program in order to ensure that no person is excluded from participation in, denied the benefit of, or subjected to discrimination on the basis of race, color, or national origin under any programs that receive federal funding (as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987). The Environmental Justice (EJ) Orders further amplifies Title VI by providing that "each Federal agency shall make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations." It is important to note that both Title VI and Environmental Justice apply to all planning and project development programs, policies and activities of the MPO. Once an agency, firm, or local government receives federal-aid funds, all programs and activities of that entity are covered by Title VI.

In order for the MPO, a sub-recipient, to ensure that Title VI and the Environmental Justice Order are implemented in their transportation plans and programs, a Title VI Program shall be developed and maintained. This is achieved by the development of a Title VI Program and complaint process, compliance reviews administered by KDOT, and education of both MPO staff as to their roles and responsibilities and the public of their rights.

It is the policy of KDOT to assure full compliance with Title VI by all sub-recipients. Further, KDOT is required to monitor sub-recipients of federal aid for non discrimination compliance. This will be achieved through periodic reviews of the Title VI program and ongoing involvement in the transportation planning process.

Reference	<i>Title VI of the Civil Rights act of 1964 (42 USC 2000 (d) and the Environmental Justice (EJ) Executive Order 12898</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Develop a Title VI Program in accordance with FTA Circular 4702.1B. this includes, but is not limited to, a Limited English Proficiency Plan, a signed assurance for the metropolitan planning area that describes how the MPO intends to ensure that their planning process upholds Title VI and a clear and concise complaint process is in place in the region ○ Address any Title VI complaints received per the complaint process outlined in their plan and coordinate with KDOT’s Office of Civil Rights and MPU as appropriate ○ Participate in a review led by KDOT of the MPO’s Title VI Program. In the case of bi-state MPOs, additional coordination with MoDOT will occur in order to conduct a joint review of the MPO’s Title VI Program ○ Evaluate the effectiveness of the Title VI process on a periodic basis and make any necessary updates to their plan ○ Develop and submit an Annual Progress Report to KDOT
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Participate as a cooperative partner and resource in the development of Title VI Programs and subsequent updates ○ Provide education and training opportunities in regard to non-discrimination and related issues as available. ○ Conduct a review of the MPO Title VI process every four years in order to be consistent with federal certification reviews and planning reviews. However, KDOT reserves the right to review Title VI Programs at any time, for any entity receiving federal-aid funds, in order to ensure compliance. ○ Where a bi-state MPO exists, KDOT will coordinate with MoDOT on review of the MPO’s Title VI Program and all other Title VI issues as appropriate. ○ Review the Title VI Annual Report and provide comments as necessary
Deadline	Review and update current Title VI Program on a periodic basis. Annual Report is due by early

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

In order to receive Federal funds, recipients must comply with Title VI and LEP guidelines of the federal agency from which the funds are provided. Executive Order 13166 "Improving Access to Services for Persons with Limited English Proficiency," aims to improve access to federally conducted and assisted programs and activities for persons who are limited in their English proficiency. This Executive Order states that under the Title VI of the Civil Rights Act of 1964, individuals who do not speak English well and who have a limited ability to read, write, speak, or understand English are entitled to language assistance.

"every Federal agency that provides financial assistance to non-Federal entities must publish guidance on how their recipients can provide meaningful access to LEP persons and thus comply with Title VI regulations forbidding funding recipients from "restrict[ing] an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under the program" or from "utiliz[ing] criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, or national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, color, or national origin."

It is important to keep in mind that Title VI and E.O. 13166 covers a recipient's entire program or activity. More simply, any organization that receives federal financial assistance is required to follow this Executive Order. In certain circumstances, failure to ensure that persons with LEP can effectively participate in or benefit from federally assisted programs and activities may constitute a violation under Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d and Title VI regulations against discrimination based on national origin.

The US Department of Justice LEP Guidelines, the basis for most Federal Agency LEP Guidelines states:

"Recipients are required to take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. While designed to be a flexible and fact-dependent standard, the starting point is an individualized assessment that balances the following four factors: (1) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee; (2) the frequency with which LEP individuals come in contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the grantee/recipient and costs. As indicated above, the intent of this guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small business, small local governments, or small nonprofits. After applying the above four-factor analysis, a recipient may conclude that different language assistance measures are sufficient for the different types of programs or activities in which it engages. For instance, some of a recipient's activities will be more important than others and/or have greater impact on or contact with LEP persons, and thus may require more in the way of language assistance. The flexibility that recipients have in addressing the needs of the LEP populations they serve does not diminish, and should not be used to minimize, the obligation that those needs be addressed."

Reference	<i>Executive Order (E.O.) 13166 "Improving Access to Services for Persons with Limited English Proficiency," (65 FR 50121).</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> o Develop a LEP Plan for the metropolitan planning area that describes how the MPO intends to ensure that their metropolitan planning process upholds Executive Order 13166 so that all individuals regardless of English proficiency have access to the transportation decision making process. o Submit to KDOT a Title VI Annual report that includes details on the MPO's effort in regards to LEP compliance and activities by early September and/or as requested o Handle any LEP complaints received per the complaint process outlined in the Plan and coordinate with KDOT Office of Civil Rights and Metro Planning Unit as appropriate o Participate in a review of the LEP Plan as part of the overall Title VI Review. This review will occur every four years in order to be consistent with federal certification reviews and planning reviews. In the case of bi-state MPOs, additional coordination with MoDOT will occur in order to conduct a joint review of the MPO's Title VI/LEP Plan o Evaluate the effectiveness of the LEP Plan on a periodic basis and make any necessary updates to the plan
KDOT Role/ Responsibility	<ul style="list-style-type: none"> o Participate as a cooperative partner and resource in the development of the LEP Plan and subsequent updates o Provide education and training opportunities in regard to LEP and related issues as available in order to assist the MPO in implementing the LEP Plan o Conduct a review of the LEP Plan as part of the overall Title VI Review every four years in order to be consistent with federal certification reviews and planning reviews. However, KDOT reserves the right to review the LEP Plan at any time, for any entity receiving federal-aid funds for compliance. Initial Title VI/LEP reviews of MPOs will begin in fall 2010. o Where a bi-state MPO exists, KDOT will coordinate with MoDOT on the above mentioned reviews of the MPO's Title VI Program and LEP Plan. o Review the Title VI Annual Report with LEP compliance and activities included and provide comments as necessary
Deadline	Review and update current LEP Plan on a periodic basis. Annual Report is due by early September and/or as requested.

AIR QUALITY

***This section will be further updated and revised as details of attainment statuses and air quality conformity responsibilities emerge.*

Under the Clean Air Act of 1990, the U.S. Environmental Protection Agency (EPA) established National Ambient Air Quality Standards (NAAQS) for various pollutants that affect the public’s health and welfare. One of these pollutants, ground-level ozone, is a concern for some of the MPOs in Kansas.

Mobile sources are major contributors to ozone and include automobile emissions as well as diesel emissions from transport vehicles. This is a major concern because the number of vehicle miles traveled continues to rise at a steady rate. Although new cars are built to meet higher standards for emissions, increases in the number of vehicles on the road and miles traveled still lead to increased automobile emissions that are one source of nitrogen oxides (NO_x) and volatile organic compounds (VOC). Transportation options and land use policies greatly influence the level of auto-dependency in our cities.

New areas designated as non-attainment will be required to conform to their State Implementation Plan (SIP). The SIP will be developed by Kansas Department of Health and Environment (KDHE) in coordination with the MPOs and other agencies and then is approved by the EPA. The SIP documents the actions that will be taken to achieve attainment. Further budgets for allowable levels of mobile source emissions must be set to ensure that transportation plans and programs do not have an undue adverse effect on air quality. Based on the responsibilities charged to the MPOs, the most advantageous avenue to reduce emissions is to encourage a reduction in vehicle miles traveled. Once the standard is met for three consecutive years and a maintenance plan is in place, the area may be re-designated as a maintenance area.

Ensuring compliance with the NAAQS is a rigorous process and has implications on the availability of federal funds for transportation projects. Further, the Supreme Court recently held that the goals identified in the SIP are binding and communities can be held legally responsible for meeting their stated goals.

Reference	Clean Air Act can be found at www.epa.gov/air/caa
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ If designated as non-attainment, the MPO will be required to determine conformity of their MTP and TIP ○ Conformity must be determined at least every four years in non-attainment and maintenance areas and prior to approval of the MTP, TIP, and certain MTP/TIP amendments ○ Participate as needed in the development of the State Implementation Plan (SIP) as appropriate with KDHE as the lead for this planning process
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Participate in meetings with local air quality agencies and task forces ○ Participate as needed in the development of the SIP
Deadline	Additional information and deadlines will be updated following final designations.

COORDINATED PUBLIC TRANSIT-HUMAN SERVICES TRANSPORTATION PLAN (CPT-HSTP)

Areas must have a Coordinated Public Transit - Human Services Transportation Plan (CPT-HSTP) in order to be eligible to expend Job Access Reverse Commute, (JARC, 5316), New Freedom (NF, 5317) funds, and FTA Section 5310 funds. Projects selected for funding under these federal transit programs must be derived from this locally developed plan. The plan serves as the basis for the competitive selection.

The CPT-HSTP identifies the transportation needs of individuals with disabilities, older adults, and people with low incomes, provides strategies for meeting these needs, and prioritizes transportation services for funding and implementation. Also, a requirement of the plan is that it must be developed through a process that includes representatives of public, private, and non-profit transportation and human services providers and participation by members of the public.

The CPT-HSTP will also serve as a tool for region-wide planning of specialized transportation services and will be incorporated into the MPOs regional transportation planning process. The CPT-HSTP will be coordinated with the MPOs Metropolitan Transportation Plan and vice versa.

In Kansas, typically the Coordinated Transportation District (CTD) will act as the lead in implementing this plan.

Reference	<i>49 U.S.C. Sections 5302, 5303, 5310, 5311, 5314, 5316, and 5317</i>
MPO Role/ Responsibility	<ul style="list-style-type: none"> ○ Participate in the development of the region’s CPT – HSTP. The MPO may serve as the lead in developing the plan or as a partner in the coordinated process. ○ Provide assistance to public transit agencies and specialized transportation providers with including selected projects in the TIP as needed and other assistance as requested to the extent practical ○ Work with the KDOT and the public transit agencies to help review and draft the CPT-HSTP and keep it updated so that timely and accurate information from the CPT-HSTP can be used in the MTP and the MPO planning process ○ Integrate the CPT-HSTP with other transit and transportation planning activities in the region and with the region’s Metropolitan Transportation Plan
KDOT Role/ Responsibility	<ul style="list-style-type: none"> ○ Participate in the development of the regional CPT-HSTP with the MPO and public transit agencies ○ Work with the MPO and the public transit agencies to help review and draft the CPT-HSTP and keep it updated so that timely and accurate information from the CPT-HSTP can be used in the MTP and the MPO planning processes
Deadline	Planning requirements became effective in FY 2007 as a condition of Federal assistance

APPENDIX A: 3-C PROCESS ELEMENTS

3-C PROCESS ELEMENTS

KDOT has developed the following criteria as practical methods to work within the metropolitan planning process. These criteria have been outlined for informational purposes only and are not meant to infer any additional work on the behalf of the MPO.

Continuing

- MTP, TIP & UPWP are developed on time.
- The UPWP identifies future year activities necessary to keep process on track, if applicable.
- Quarterly Progress Reports chart progress of MPO through the planning process.

Comprehensive

- All modes of surface transportation are adequately addressed in the MTP & TIP, including the connectivity between modes and systems.
- The MTP and TIP consider the environmental, land use and environmental justice impacts of transportation decisions.
- The MTP and TIP are fiscally constrained. The fiscal constraint analysis considers the impacts of inflation on both the availability of both financial resources and project costs.
- Transportation planning includes meaningful efforts to involve the public.

Cooperative

- Regular meetings are scheduled and held for the MPO Policy Board and TAC.
- The regular meetings of the MPO are used to identify and discuss regional transportation issues, priorities and needs and to provide guidance to MPO staff.
- The MPO Policy Board and TAC have bylaws that are reviewed and updated as appropriate following each federal transportation act.
- The MPO Designation Agreement is reviewed and updated as appropriate following each federal transportation act.
- The MPO planning area boundary and Policy Board and TAC memberships are reviewed and modified as appropriate, by the following MTP update after a decennial census.
- The UPWP establishes what each cooperative partner will do as part of the metropolitan transportation planning process.

*APPENDIX B: METROPOLITAN TRANSPORTATION PLANNING
PROCESS SELF-CERTIFICATION TEMPLATE*

METROPOLITAN TRANSPORTATION PLANNING PROCESS SELF-CERTIFICATION

(To be submitted with each Transportation Improvement Program)

The Kansas Department of Transportation and the _____ certify that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

1. 23 U.S.C. 134, 49 U.S.C. 5303, and this subpart;
2. In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;
3. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 CFR part 21;
4. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;
5. Section 1101(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;
6. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;
7. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;
8. The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;
9. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and
10. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Metropolitan Planning Organization

Date

State Department of Transportation

Date

*APPENDIX C: PROCURMENT OF GOODS AND SERVICES
TABLES*

KDOT MPO Procurement Standards

Consultant Services	Type of Bid	Notes
< \$5,000	MPOs are encouraged to solicit consultant services with estimated costs of less than \$5,000 by obtaining comparative pricing via telephone, fax, letter, or email bids.	<ul style="list-style-type: none"> • Procurement of services under this \$5,000 threshold do not have to go through KDOT MPU Procurement Process, but the task or activity must be eligible and programmed in an approved UPWP prior to the start of any solicitation efforts. • Advertising is not required. • It is recommended that a general scope of the work activity be developed for the purposes of any solicitation efforts made. • KDOT considers it a best practice to keep on file documentation in support of any solicitation efforts made and make this information available to KDOT and/or USDOT upon request for review. Documentation includes, but is not limited to, bid tabs, telephone bid sheets, email or fax quotations. • The setting of DBE goals will not apply for services procured under this threshold; however, the MPO is strongly encouraged to include contacts with DBE firms in any solicitation efforts that are made.
>\$5,000 but < \$25,000	The solicitation of consultant services with estimated costs of greater than \$5,000 but less than \$25,000 shall be made by obtaining project proposals. KDOT MPU Procurement Process may be required depending on need for DBE Goal.	<ul style="list-style-type: none"> • The minimum expectation for the procurement of consultant services is detailed to the left. The MPO shall actively solicit written proposals for consultant services within this range. Depending on the scope and nature of the work activity, however, the procurement of consultant services amounting to greater than \$5,000 but less than \$25,000 KDOT may require a formal bidding and procurement process for the purposes of reviewing for and the establishment of a DBE goal. The MPO is expected to contact KDOT prior to the initiation of the solicitation process in order to determine the appropriate procurement method and process. • MPO is expected to advertise the work activity for a minimum of 14 days through appropriate means and actively solicit potential firms. The MPO must advertise a scope of the work activity along with the evaluation criteria that will be used to select the firm. • Documentation of the solicitation efforts are required and must be kept on file and made available to KDOT and/or USDOT upon request for review. Acceptable forms of documentation include, but are not limited to, submitted project proposals, procurement summaries, evidence of advertisement efforts, and all associated letters, emails or faxes. Documentation must include an evaluation of the proposals based on a set of evaluation criteria and justification for the selection of the consultant based upon qualifications. • The setting of DBE goals may or may not apply for services procured under this threshold as previously stated. If no goal is formally set for the work activity, the MPO is strongly encouraged to include contacts with DBE firms in their solicitation efforts.
>\$25,000	KDOT MPU Procurement Process, formal competitive bidding process, and advertising is mandatory	<ul style="list-style-type: none"> • Procurement of services greater than the \$25,000 threshold must go through the KDOT MPU Procurement Process and DBE Goal Setting process. • Documentation of the solicitation process is required and must be kept on file and made available to KDOT and/or USDOT upon request for review. • All other additional requirements as to the procurement of consultant services found in the KDOT UPU Procurement Process and DBE Goal Setting process, KDOT MPO Manual, CPG Agreement, and applicable federal and state guidance shall be followed.

Please note that if the the procurement procedures of the MPO or the MPO's fiscal agent are more strict than these standards, then the most stringent of the standards will apply.

In general, KDOT reserves the right to require a formal bidding and procurement process as determined by the scope and nature of the work to be performed.

The type of bid is also dependent on the scope of work to be performed. Work that is estimated to be just at or near a particular threshold may require a higher type of bidding. Alternatively, flexibility exists to conduct a bidding process at a lower level. KDOT strongly encourages discussing the type of bid required with KDOT MPU staff in advance. KDOT reserves the right to require the procurement process when the scope and nature of the work could present subcontracting opportunities upon which DBE goals may be placed.

Under any solicitation efforts, the MPO must demonstrate diversity in the firms from whom they are soliciting bids. Diversity includes both the active solicitation of DBE and non-DBE firms as well as the active solicitation of a variety of different firms amongst all procurement processes conducted by the MPO.

The item or activity must be eligible and programmed in an approved UPWP. KDOT MPU staff must be aware of the purchase of such goods through approval of the UPWP and reimbursement is subject to review for eligibility and allowability in requests for reimbursement.

KDOT MPO Procurement Standards

Purchase of Goods		Notes
< \$5,000	MPOs are encouraged to solicit goods with estimated costs of less than \$5,000 by obtaining comparative pricing via telephone, fax, letter, or email bids.	<ul style="list-style-type: none"> • For the procurement of goods under this \$5,000 threshold the MPO is encouraged to solicit bids from an appropriate number of bidders. This is considered a best practice and is consistent with KDOT procurement procedures. • KDOT considers it best practice to keep on file documentation in support of any solicitation efforts made and make this information available to KDOT and/or USDOT upon request for review. Documentation includes, but is not limited to, bid tabs, telephone bid sheets, email or fax quotations. • Advertising is not required. • It is recommended that a general scope of the work activity be developed for the purposes of any solicitation efforts made.
>\$5,000 but < \$25,000	The solicitation of goods with estimated costs of greater than \$5,000 but less than \$25,000 shall be made by obtaining comparative pricing via letter, fax, or email bids. A minimum of three written bids are required to be obtained.	<ul style="list-style-type: none"> • For the procurement of goods within these thresholds there must be efforts made to solicit bids from an appropriate number of bidders and a public posting of the bid item must be made. A minimum 3 day public posting of this solicitation is required and shall be publicized in a manner that reaches many potential bidders. Bids should be received via sealed bid, fax, email, or similar written format. • Specifications for the bid item shall be detailed in the public posting. • Documentation of the solicitation efforts and public posting must be on file and made available to KDOT/USDOT upon request. • The lowest bid meeting the MPOs specifications should be selected, and if not, justifications for doing otherwise must be documented in the file.
> \$25,000	Formal competitive solicitation of bids and advertising is mandatory	MPO may follow the procurement procedures of their own agency or fiscal agent. Alternatively, the MPO may defer the KDOT Procurement Procedures if no such local procedures exist. The MPO is encouraged to consult with KDOT in advance in order to ensure competitive solicitation and advertising. Advertising for a minimum of 14 days is expected.

Please note that if the the procurement procedures of the MPO or the MPO's fiscal agent are more strict than these standards, then the most stringent of the standards will apply.

The type of bid is also dependent on the scope and nature of work to be performed. Work that is estimated to be just at or near a particular threshold may require a higher type of bidding. Alternatively, flexibility exists to conduct a bidding process at a lower level. KDOT strongly encourages discussing the type of bid required with KDOT MPU staff in advance.

Under any solicitation efforts, the MPO must demonstrate diversity in the firms from whom they are soliciting bids. Diversity includes both the active solicitation of DBE and non-DBE firms as well as the active solicitation of a variety of different firms amongst all procurement processes the MPO conducts.

The item or activity must be eligible and programmed in an approved UPWP. KDOT MPU staff must be aware of the purchase of such goods through approval of the UPWP and reimbursement is subject to review for eligibility and allowability in requests for reimbursement.

DBE goals typically are not placed on the purchase of goods.

***APPENDIX D: KDOT DISADVANTAGED BUSINESS ENTERPRISE
(DBE) PAYMENT INFORMATION FORM***

Kansas Department of Transportation

Instructions for Completing the Disadvantaged Business Enterprise (DBE) Payment Information Form

This form must be completed when the MPO has obtained outside services, whether the firm is a certified DBE firm or not. The MPO shall complete this form on a quarterly basis and submit it to the KDOT Urban Planning Unit with their CPG Quarterly Progress Report, but no later than 15 days after the beginning of the new quarter. Failure to submit this report as required will result in delay of funding for the non-compliant quarter.

Complete this form as follows:

MPO: Enter the MPO name.

Consolidated Planning Grant Period: The period covered in the CPG agreement.

Federal CPG Dollars: Enter the share of CPG dollars allowed under the current CPG agreement between KDOT and the MPO.

Information for the Quarter of: Enter the months and year covered for the reporting period

Vendor Information

- Enter the service or activity that is being provided by the firm.
- Enter the name and address of each firm, if selected, from who services have been or will be obtained.
- Enter the total amount of the consultant contract.
- Enter the status of the contract, i.e. RFP has been sent, consultant selected, contract awarded, percent of work completed.
- Enter the actual amount paid for the services obtained. Do not include in-kind contributions.
- Enter the actual amount paid to date.
- Enter whether the vendor listed is a "Certified DBE". Determination can be obtained by reviewing the Certified DBE List on the KDOT website (**MPOs are required to periodically check this website for updated information regarding additions/modifications/deletions of listed certified DBE's**):

<http://www.ksdot.org/burProgProjMgmt/NonConstDBEDirectory/default.aspx>

Signatures*

Submitted by / Date: Enter the name of the person responsible for administering the Consolidated Planning Grant and the date the form was submitted

Title / position: Enter the title of the person noted above

* Handwritten signatures are not required for forms that are submitted electronically

Kansas Department of Transportation DBE Payment Information

MPO: _____

Information for the Quarter of: _____

UPWP Consultant Activity	Name and Address of Consultant (if selected)	Amount of Consultant Contract	Status of Consultant Contract	Paid this Quarter	Cumulative Consultant Payments	Certified DBE?
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
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		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>
		\$		\$	\$	<input type="checkbox"/>

Submitted by: _____

Date: _____

Title / position: _____

Appendix E

(TRI-STATE) WV-KY-OH

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made and entered into this 1st day of July, 2013, is for the purpose of recognizing the current Ohio and West Virginia designation of the Metropolitan Planning Organization (KYOVA) and the redesignation of Kentucky as a body of KYOVA; and for allocation of shared work element reimbursements among the States of West Virginia, Kentucky and Ohio associated with the annual united Planning Work Program (UPWP).

WITNESSETH

WHEREAS, the states of West Virginia and Ohio continue to recognize the previous designation of KYOVA to serve as the MPO for the Huntington Urbanized Area (UZA) for Cabell County, West Virginia; Wayne County, West Virginia; and Lawrence County, Ohio; and

WHEREAS, the State of Kentucky formally requested and received redesignation for KYOVA to serve as the MPO for the Huntington UZA for Boyd County, Kentucky and Greenup County, Kentucky; and

WHEREAS, the United States Bureau of the Census on March 27, 2012 defined Huntington, WV-KY-OH Urbanized Area with a population of 202,637 and

WHEREAS, the United States Secretary of Transportation, on July 18, 2012, designated Huntington, WV-KY-OH as a new Transportation Management Area; and

WHEREAS, KYOVA Interstate Planning Commission is the designated Metropolitan Planning Organization since 1968 for the Huntington, WV-KY-OH urbanized area; and

WHEREAS, KYOVA Interstate Planning Commission approved the federally prescribed Transportation Management Area Boundaries defined by the United States Bureau of Census and the United States Secretary of Transportation as its official planning boundaries for Huntington, WV-KY-OH Urbanized Area on December 12, 2012;

WHEREAS, KYOVA, an interstate planning commission formed under Chapter 8, Article 4C, Section 1, Official Code of West Virginia, 1931, as amended, now operated under revised Chapter 8, Article 26, Sections 1 through 5,; Section 713.30 through 713.34, Ohio Revised Code and Chapter 65, Kentucky Revised Statutes is authorized and willing to represent the counties and cities in continuing the transportation planning process; and

WHEREAS, in addition to By-Laws, an existing "Prospectus" will remain in effect, in accordance with Federal transportation planning guidelines, which will articulate the objectives, functions, organization and operation of KYOVA; and

WHEREAS, KYOVA, acting as an agent of the parties participating in the Interstate Commission, may receive financial assistance from the United States of America, from the States of Kentucky, Ohio and West Virginia, from its constituent counties and local governments, and from private sources, and may enter into contracts for such assistance; and

WHEREAS, KYOVA shall serve as the MPO for the area encompassing portions of: Cabell County, West Virginia; Wayne County, West Virginia; Boyd County, Kentucky; Greenup County, Kentucky; and Lawrence County, Ohio; and shall coordinate activities with adjoining metropolitan planning organizations and other relevant state, metropolitan, county and non-metropolitan planning agencies; and

WHEREAS, an annual UPWP and Budget will be prepared by KYOVA, and expenses in developing certain items in conjunction with completion of the UPWP that can best be performed without regard for political boundaries, shall be charged to each of the States of Kentucky, West Virginia, and Ohio based on an urbanized population percentage from the most recent U.S. Census Bureau data (2010); and

WHEREAS, nothing in this Memorandum of Understanding is intended to contravene and does not supersede any existing legal authority or planning functions of the participating states, counties, cities, towns or villages with respect to powers and functions provided through enabling legislation and/or executive powers,

NOW, THEREFORE, the signatories hereto do hereby agree that:

1. This Memorandum of Understanding hereby establishes the current Ohio and West Virginia designation of the Metropolitan Planning Organization (KYOVA) and the redesignation of Kentucky as a body of KYOVA.
2. The cost associated with elements of the work program and operations that are of regional significance be charged on a percentage basis (*) effective 7/1/2014 as follows:

Kentucky	31%
West Virginia	50%
Ohio	19%

*May be limited to funds available to each state.

* Percentages to be used for FY-2014 are reflected in attached letter which was submitted to WV on 4/22/2013.

*The 2010 Census identified the Huntington Urbanized Area (UZA) as a Transportation Management Area (TMA) with a total population of 202,637. The population breakdown by state is:

Kentucky – 56,594
West Virginia – 112, 268
Ohio – 33,775

*As outlined in the Memorandum of Understanding between RIC MPO and KYOVA MPO, for air quality, familiarity, planning history and many other reasons, the planning area for RIC and KYOVA in West Virginia will remain as previously designated by the State of West Virginia, to the county boundaries. Therefore, the total TMA population (202,637) less the portion of Putnam County within the TMA area (22,547) was used in the population percentage calculation per State.

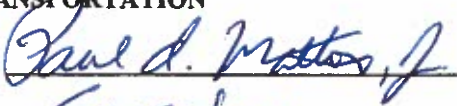
3. Any additional planning funds from Kentucky, West Virginia or Ohio that are not used for funding shared work elements of the UPWP can be used to fund state-specific planning activities.
4. West Virginia shall be recognized as the lead state in the operation of KYOVA MPO.
5. This Memorandum of Understanding will take effect on the date hereof and will continue in effect until amended.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the first date above written.

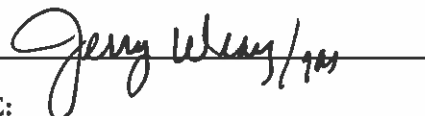
KYOVA INTERSTATE PLANNING COMMISSION

BY: 
 Title: CHAIRMAN

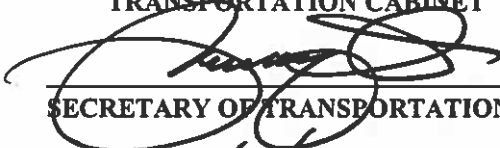
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

BY: 
 TITLE: Secretary


OHIO DEPARTMENT OF TRANSPORTATION

BY: 
 TITLE: _____

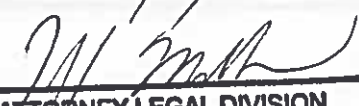
**COMMONWEALTH OF KENTUCKY
 TRANSPORTATION CABINET**


 SECRETARY OF TRANSPORTATION
 DATE: 8/29/13

**APPROVED AS TO FORM & LEGALITY
 TRANSPORTATION CABINET**


 OFFICE OF LEGAL SERVICES
 DATE: 8/27/13

APPROVED AS TO FORM THIS
23rd DAY OF July 20 13


 ATTORNEY LEGAL DIVISION
 WEST VIRGINIA DIVISION
 OF HIGHWAYS

Appendix F

MEMORANDUM OF UNDERSTANDING

between the
Evansville Metropolitan Planning Organization
the
Kentucky Transportation Cabinet
and the
Henderson Area Rapid Transit

This Memorandum of Understanding (MOU) is made between the Kentucky Transportation Cabinet (hereinafter referred to as KYTC), the Evansville Metropolitan Planning Organization (hereinafter referred to as Evansville MPO), and the Henderson Area Rapid Transit System (hereinafter referred to as HART).

Whereas, the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA), the 1998 Transportation Efficiency Act for the 21st Century (TEA-21) and the 2004 Safe, Accountable, Flexible, & Efficient Transportation Equity Act: A Legacy For Users (SAFETEA-LU) require the establishment of agreements in the transportation planning process between the State, the MPO, and the Operator of Public Transit, and

Whereas, the Evansville MPO Policy Committee is the designed MPO for the Evansville-Henderson Area, and

Whereas, HART is the Public Transit Operator in Henderson, Kentucky, and

Whereas, Evansville MPO has established a Technical Committee to assist and advise it on transportation planning and programming issues. Membership includes representatives from Henderson County, City of Henderson, HART, and the KYTC.

The agencies mutually agree as follows:

Evansville MPO Responsibilities:

1. A Unified Planning Work Program (UPWP) will be prepared in cooperation with KYTC, FHWA and HART. The UPWP will include planning and studies, as needed.
2. The development and filing of a comprehensive multi-modal Long Range Transportation Plan with at least a twenty year horizon.
3. The development of a Congestion Management Process (CMP) in cooperation with KYTC. Projects identified in the Congestion Management Process shall be incorporated into the development of the Long Range Transportation Plan.
4. The development and implementation of a proactive public involvement process.
5. The preparation and filing of the Transportation Improvement Program (TIP). Changes to HART's first year TIP capital projects may occur if there is a decrease/increase in the

Memorandum of Understanding
FY 2011

federal funding appropriation or if HART has an emergency capital project that must be programmed. Evansville MPO will discuss Section 5307 funding allocations and transit needs with the transit agencies in the TMA annually as well as develop and utilize a scoring process to assist in the allocation of funds, however it is the responsibility of the transit agencies to agree upon the allocation.

6. The preparation and submittal of the HART annual Section 5307 FTA grant application including publication of the Program of Projects. Evansville MPO should be able to extract the HART first year capital and operating projects from the TIP. The grant application will contain no contingency projects, as projects should be known at the time of the grant process.
7. The preparation and submittal of the HART earmarked Section 5309, Section 5316, and Section 5317 FTA TEAM-based grant applications including publication of the Program of Projects. The grant application will contain no contingency projects, as projects should be known at the time of the grant process.
8. The preparation and filing of the HART Civil Rights (Title VI) Assurances including conducting surveys in the monitoring section of the Title VI assurances and assist KYTC in the development of their Title VI assurance.
9. The filing of the Annual Certifications and Assurances and the Master Agreement
10. EMPO will continue to monitor, administer, and update the Coordinated Human Services Plan and develop a competitive selection process. All transit agencies, providers, INDOT, KYTC, and Human Service Organizations will be involved with the process.
11. All other related services as reasonably requested by Henderson officials.
12. To meet the consultation requirements listed in SAFETEA-LU between the State, the MPO, and the Transit agency.

KYTC's Responsibilities (In cooperation with Evansville MPO and HART)

1. KYTC shall incorporate Evansville MPO's LRTP into Kentucky's Statewide Long Range Plan by reference.
2. KYTC shall incorporate Evansville MPO's TIP into Kentucky's Statewide Transportation Improvement Program by reference.
3. When requested by the Evansville MPO, KYTC shall provide access to data on the condition and performance of state maintained roadways.
4. KYTC shall provide estimated federal and state funds necessary so that Evansville MPO can develop a fiscally constraint LRTP and TIP.
5. KYTC shall cooperate in the development of a process to identify potential studies and procedures to undertake such studies.

6. KYTC shall provide a staff liaison to participate in transportation planning activities.
7. KYTC shall administer state and federal Transportation Planning Assistance Funds to carry out the transportation planning process.
8. KYTC shall provide assistance as required by the Office of Transportation Delivery.

HART Responsibilities:

1. To coordinate with the Evansville MPO to collect and analyze data for the support of management systems when appropriate.
2. The participation in the development of the Long Range Transportation Plan.
3. Submit to Evansville MPO at least 90 days before the grant submittal date, actual capital projects information for HART's Section 5309, 5316, and 5317 grant applications.
4. Submit to Evansville MPO annually the actual HART operating budget and capital projects information for HART's Section 5307 grant so that it can be submitted to FTA in the second quarter.
5. The provision of necessary data for the development of the TIP to include financial analysis information. Evansville MPO should be able to extract the HART 3-year operating and capital projects from the Long Range Transportation Plan for inclusion in the TIP. If a project must be changed, HART will submit to Evansville MPO the modified capital project within the federal funding constraints for inclusion in the TIP.
6. The provision of a staff liaison to participate in transportation planning activities.
7. Coordinate with Evansville MPO to collect and analyze necessary data and relevant information to complete the "Civil Rights Assurance", the "Title VI Approval", and the grant application.
8. The filing of the Annual Report, the National Transit Database exemption, the FTA Quarterly Operating Data Reports, the quarterly DBE reports and annual DBE goals, the quarterly Milestone Data Report, the quarterly Progress Narrative Reports, the quarterly Financial Status Reports, the Electronic Drawdowns, and the Closeout documentation for grants.

Memorandum of Understanding
FY 2011

Time of Performance

This MOU shall commence on July 1, 2010 and be incorporated as part of the UPWP and reviewed on an annual basis.

Compensation & Method of Payment

Subject to the maximum compensation set forth in the Unified Planning Work Program, payment shall be made quarterly upon receipt of an invoice and a signed claim form. However, if either party cancels this Memorandum of Understanding, compensation will be made on a pro-rated basis covering the period of service. FY 2011 amount is \$12,500 in which \$10,000 can be funded by section 5307 funds.

Counterparts of the Memorandum of Understanding

This Memorandum of Understanding shall be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

Notice

Any notice relating to this Memorandum of Understanding shall be in writing and signed by the party giving or serving the same and either served in person or delivered by certified mail, addressed to the party as follows:

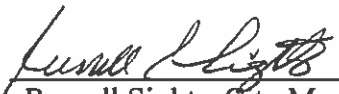
HART
PO Box 716
Henderson, KY 42420

Evansville Metropolitan Planning Organization
1 NW M L King Jr. Blvd.
Room 316 – Civic Center Complex
Evansville, IN 47708

KYTC, Div of Planning
200 Mero Street (W5-05-01)
Frankfort, KY 40622

Memorandum of Understanding

**Henderson Area Rapid Transit
The City of Henderson:**

By 
Russell Sights, City Manager

Attest
By 

Date: 4-30-10

Kentucky Transportation Cabinet:

By 
Office of Legal Services

By 
Secretary of Transportation

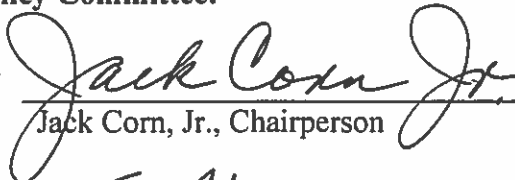
Date: 6/10/10

Evansville Metropolitan Planning Organization

Attest
By 
Bradley G. Mills, Executive Director

Date: 5-7-10

**Evansville Metropolitan Planning Organization
Policy Committee:**

By 
Jack Corn, Jr., Chairperson

By 
Stephen Melcher, Vice Chairperson

By 
Russell Lloyd, Jr., Member

By _____
Don Walker, Member

By _____
Mayor Jonathan Weinzapfel, Member

By 
Cynthia Burger, Member

By 
Russell Sights, Member

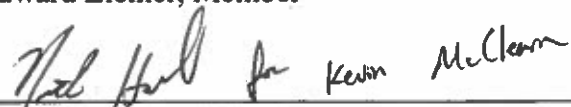
By 
Don Williams, Member

By _____
Troy Woodruff, Member

By _____
William Hubiak, Member

By _____
Greg Meyer, Member

By _____
Edward Ziemer, Member

By 
Kevin McClearn, Member

Appendix G

MEMORANDUM OF AGREEMENT

Between

TENNESSEE DEPARTMENT OF TRANSPORTATION

And

KENTUCKY TRANSPORTATION CABINET

RELATIVE TO MPO TRANSPORTATION PLANNING

For the

CLARKSVILLE METROPOLITAN PLANNING ORGANIZATION

Introduction

The Clarksville Urban Area Metropolitan Planning Organization (MPO) was established in 1977 under agreement with the Governors of the State of Tennessee and the Commonwealth of Kentucky and the local governments representing the urbanized area. The Clarksville MPO, in cooperation with the Tennessee Department of Transportation and the Kentucky Transportation Cabinet, is responsible for carrying out a “comprehensive, cooperative and continuing” transportation planning process in the urbanized area.

The Clarksville MPO area consists of the City of Clarksville and certain surrounding areas of Montgomery County, Tennessee; and certain surrounding areas of Christian County, Kentucky.

A detailed description of the participants, as well as the transportation planning process and ensuing products of that process are detailed in the **Clarksville MPO Prospectus**.

Purpose

On February 14, 2007, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) released the Statewide and Metropolitan Planning Final Rule (72 *Federal Register* 7224). The final rule revises planning

regulations at 23 C.F.R., Part 450 and 49 C.F.R., Part 613 to reflect the many changes made by the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU).

Subpart C – Metropolitan Transportation Planning and Programming, Section 450.314 – Metropolitan Planning Agreements, Paragraph (e) of the *Final Rule* outlines requirements for agreements among states with bi-state MPOs. The rule requires that States, MPOs, and transit operators, where the boundaries of the urbanized area or metropolitan planning area extend across two or more states, to cooperatively determine their mutual responsibilities in carrying out the metropolitan planning process. Furthermore, those responsibilities are to be clearly identified in written agreements. The full text of this section is included as **Appendix A**.

This Memorandum of Agreement (MOA) between the Tennessee Department of Transportation and the Kentucky Transportation Cabinet is aimed at meeting that requirement.

General Provision

The State of Tennessee, through its Department of Transportation, shall be considered the lead state for the overall coordination of the Clarksville MPO transportation planning process with respect to review, comment and approval of plans and programs. This determination is made because the majority of the urbanized area population, as defined by the U.S. Bureau of the Census, is within the State of Tennessee.

Transportation Planning Processes

- *Meetings of the Clarksville MPO*

The Commissioner of the Tennessee Department of Transportation and the Secretary of the Kentucky Transportation Cabinet shall designate an individual or individuals from their respective departments to serve as representatives on the MPO Executive Board and Executive Staff. The affirmative vote of those representatives shall constitute the approval of the Governors with respect to plans, programs, and other matters

brought before the Executive Board.

Representatives from the respective State DOTs may be designated by specific individual or position within the organization.

- *Review, Comment and Approval of Plans, Programs and other Studies or Documents – General Provisions*

The MPO Transportation Coordinator/Executive Director (hereinafter referred to as “Coordinator”) shall be responsible for providing meeting notices, agendas, minutes, draft and final reports, studies and any other applicable documents to the respective State DOT representative for review, comment, and approval as necessary. Each State DOT representative shall be responsible for timely review and comment (not to exceed thirty (30) days), and those comments shall be submitted by paper or electronically to the Coordinator. The Coordinator shall be responsible for ensuring comments are addressed. Should comments from the respective State DOTs conflict, the Coordinator shall be responsible for convening a meeting of the Parties to resolve the issue(s). Such meetings may be done by the most reasonable and convenient means available, including but not limited to, in-person meetings, telephone conference calls, or electronic mail.

- *Coordination among MPO, State DOTs and Federal Highway Administration (FHWA) and Federal Transit Administration (FTA)*

The Coordinator shall be responsible for providing meeting notices, agendas, minutes, draft and final reports, studies and any other applicable documents to the respective State Divisional Offices of the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). FHWA and FTA review comments, questions, or corrective actions will be directed to the respective State DOT representative. The State DOT representative will ensure that all comments, questions, or corrective actions are relayed to the Coordinator.

- *State DOT Participation in Federal Certification Process*

The respective State DOTs shall cooperatively and individually certify at least every four years that the metropolitan planning process is being carried out in accordance with all applicable requirements as outlined in the *Final Rule*, §450.334 - Self-certification and Federal certifications. The statement of that certification shall be included in the proposed Transportation Improvement Program (TIP) submitted to the FHWA and FTA as part of each state's State Transportation Improvement Program (STIP).

- *Coordination Regarding MPO Air Quality Agreements*

The respective State DOTs shall cooperatively participate in any currently existing or future agreements regarding air quality conformity determinations of applicable plans and programs. Such participation will include, but not be limited to, providing necessary data (traffic numbers, financial information, etc.), reviewing and commenting on documents, participating in interagency consultation meetings and any other activities to enable the MPO to demonstrate conformity.

Transportation Planning Products

The respective State DOTs will cooperatively and actively assist the MPO in the development of the following key planning documents to satisfy the requirements of the continuing transportation planning process. Assistance may include, but not be limited to, providing financial information, developing and submitting scopes of work for annual Unified Planning Work Program (UPWP) activities performed by State DOT staff on behalf of the MPO, providing technical assistance, coordinating technical training and assisting with public outreach activities as needed.

Furthermore, the State DOTs will be actively engaged in the process to review, approve, adopt and amend the following documents (in addition to other plans and programs as necessary) on a routine basis as determined by state and federal transportation planning regulations and to meet State and Federal fiscal year deadlines:

Long-Range Transportation Plan

Transportation Improvement Program (TIP)

Unified Planning Work Program (UPWP)

Transportation Air Quality Conformity Report (If applicable)

Participation Plan

Congestion Management Process Plan (If applicable)

Corridor or Sub Area Transportation Studies

Congestion Mitigation and Air Quality Annual Report (If applicable)

Bicycle and Pedestrian Plans

Listing of Annual Obligated Projects

Liability

The Parties shall have no liability except as specifically provided in this MOA.

Memorandum of Agreement Modification and Termination

This MOA shall become effective on the date of the final signature and will remain in effect until such time both Parties mutually agree to modify or terminate the MOA.

The Parties may modify the MOA at any time by a written amendment executed by all Parties and after mutual consultation and agreement. The modification of the MOA will not affect any cooperative activities initiated prior to such modification unless the Parties agree otherwise in writing.

Either Party may terminate the MOA at any time by providing thirty days notice in writing to the other Party. The termination of the MOA will not affect any cooperative activities initiated prior to such termination unless the Parties agree otherwise in writing.

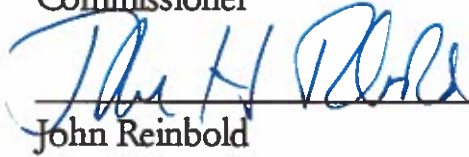
Tennessee Department of Transportation



Gerald F. Nicely
Commissioner

NOV 02 2007

Date

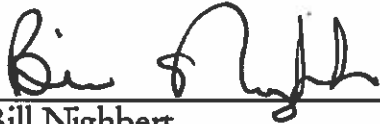


John Reinbold
General Counsel
Approved As To Form and Legality

10/25/07

Date

Kentucky Transportation Cabinet



Bill Nighbert
Secretary

9/17/07

Date



Office of Legal Services

8/30/07

Date

Clarksville Metropolitan Planning Organization



MPO Executive Board Chair

10/04/07

Date

Appendix A
Statewide Transportation Planning; Metropolitan Transportation
Final Rule
Federal Register, Wednesday, February 14, 2007

§450.314 Metropolitan Planning Agreements.

(a) The MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the MPA. To the extent possible, a single agreement between all responsible parties should be developed. The written agreement(s) shall include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (see Sec. 450.322) and the metropolitan TIP (see Sec. 450.324) and development of the annual listing of obligated projects (see Sec. 450.332).

(b) If the MPA does not include the entire nonattainment or maintenance area, there shall be a written agreement among the State department of transportation, State air quality agency, affected local agencies, and the MPO describing the process for cooperative planning and analysis of all projects outside the MPA within the nonattainment or maintenance area. The agreement must also indicate how the total transportation-related emissions for the nonattainment or maintenance area, including areas outside the MPA, will be treated for the purposes of determining conformity in accordance with the EPA's transportation conformity rule (40 CFR part 93). The agreement shall address policy mechanisms for resolving conflicts concerning transportation-related emissions that may arise between the MPA and the portion of the nonattainment or maintenance area outside the MPA.

(c) In nonattainment or maintenance areas, if the MPO is not the designated agency for air quality planning under section 174 of the Clean Air Act (42 U.S.C. 7504), there shall be a written agreement between the MPO and the designated air quality planning agency describing their respective roles and responsibilities for air quality related transportation planning.

(d) If more than one MPO has been designated to serve an urbanized area, there shall be a written agreement among the MPOs, the State(s), and the public transportation operator(s) describing how the metropolitan transportation planning processes will be coordinated to assure the development of consistent metropolitan transportation plans and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. If any part of the urbanized area is a nonattainment or maintenance area, the agreement also shall include State and local air quality agencies. The metropolitan transportation planning processes for affected MPOs should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs.

Alternatively, a single metropolitan transportation plan and/or TIP for the entire urbanized area may be developed jointly by the MPOs in cooperation with their respective planning partners. Coordination efforts and outcomes shall be documented in subsequent transmittals of the UPWP and other planning products, including the metropolitan transportation plan and TIP, to the State(s), the FHWA, and the FTA.

(e) Where the boundaries of the urbanized area or MPA extend across two or more States, the Governors with responsibility for a portion of the multistate area, the appropriate MPO(s), and the public transportation operator(s) shall coordinate transportation planning for the entire multistate area. States involved in such multistate transportation planning may:

(1) Enter into agreements or compacts, not in conflict with any law of the United States, for cooperative efforts and mutual assistance in support of activities authorized under this section as the activities pertain to interstate areas and localities within the States; and

(2) Establish such agencies, joint or otherwise, as the States may determine desirable for making the agreements and compacts effective.

(f) If part of an urbanized area that has been designated as a TMA overlaps into an adjacent MPA serving an urbanized area that is not designated as a TMA, the adjacent urbanized area shall not be treated as a TMA. However, a written agreement shall be established between the MPOs with MPA boundaries including a portion of the TMA, which clearly identifies the roles

and responsibilities of each MPO in meeting specific TMA requirements (e.g., congestion management process, Surface Transportation Program funds suballocated to the urbanized area over 200,000 population, and project selection).

Appendix H

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION
THE VIRGINIA DEPARTMENT OF TRANSPORTATION
THE MARYLAND DEPARTMENT OF TRANSPORTATION
AND
THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

THIS FIRST AMENDMENT, made and entered into this ____ day of _____, 2008 by and between the District of Columbia Department of Transportation, the Virginia Department of Transportation, the Maryland Department of Transportation (all hereinafter referred to as the "Transportation Agencies" and the Metropolitan Washington Council of Governments (hereinafter referred to as "COG").

RECITALS:

WHEREAS, the Transportation Agencies have entered in an agreement with COG, dated October 30, 2003, for services in connection with the Metropolitan Planning Organization Planning Process in the Washington metropolitan area (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the Original Agreement stipulates that the Parties shall review the Original Agreement no less frequently than every five (5) years for consistency with all applicable laws and regulations; and

WHEREAS, the Parties have conducted the required review and have mutually agreed to the modifications contained herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations contained herein and in the Original Agreement the parties do mutually agree as follows:

AMENDMENT 1. NEW TITLE OF THE AGREEMENT

The Parties mutually agree that the Agreement shall be titled "Agreement for the Support of the Metropolitan Planning Organization Transportation Planning Process in the Washington Metropolitan Area."

AMENDMENT 2. SECTION 9. COMPENSATION AND METHOD OF PAYMENT

Paragraph (b) of the Original Agreement is hereby deleted. The following Paragraph (b) is substituted in lieu thereof: Invoices, as stipulated in 9(a), shall be submitted not more than thirty (30) days after the end of the month and shall be honored and paid to COG by

the TRANSPORTATION AGENCIES within thirty (30) days of their receipt. The final invoice shall be submitted within ninety (90) days after the end of the fiscal year.

AMENDMENT 3. SECTION 16. SMALL, DISADVANTAGED AND WOMEN OWNED BUISNESS ENTERPRISE

The following sentence shall be added to Paragraph 1 of Section 16: COG shall provide a copy of its DBE policy to the Transportation Agencies.

AMENDMENT 4. SECTION 27. REQUIRED AND STANDARD CLAUSES

- C. ANTI-DEFICIENCY ACT: The citation to the United States Code in Paragraph C of the Original Agreement is hereby deleted. The following citation is substituted in lieu thereof: 31 U.S.C. §1341 (a)(1)(A).
- D. LOBBY PROHIBITION: The citation in the United States Code of Paragraph D of the Original Agreement is hereby deleted. The following citation is substituted in lieu thereof: 18 U.S.C. § Section 1913.

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.

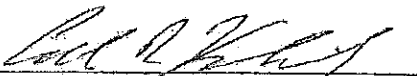
Violations of this section shall constitute violations of section 1352(a) of title 31.

All other terms, conditions, and legal authority in the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the TRANSPORTATION AGENCIES and COG have caused this First Amendment to the Original Agreement to be duly executed in their behalf as of the date set forth in the first paragraph of this First Amendment.

WITNESS

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

By: 

By: 
Executive Director

6/20/08
Date

WITNESS:

DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____
Director

Date

WITNESS:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Secretary

Date

WITNESS:

By: *Pamela Cusic*

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION

By: *[Signature]*
Deputy Secretary

8-5-08
Date

Approved for Form and Legal Sufficiency:

Thomas G. Peter
Thomas G. Peter
Assistant Attorney General
Deputy Counsel, MDOT

Appendix I

THIS AGREEMENT is made and entered into this 30th day of October, 2003 by and between the DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION the VIRGINIA DEPARTMENT OF TRANSPORTATION and the MARYLAND DEPARTMENT OF TRANSPORTATION all hereafter called "TRANSPORTATION AGENCIES" and the METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS, hereafter called "COG".

WITNESSETH:

WHEREAS, the local governments in the Washington metropolitan area and the TRANSPORTATION AGENCIES, pursuant to requirements of 23 U.S.C. Sec. 134, and 49 U.S.C. Sec. 5303, have formally established a continuing, comprehensive and cooperative transportation planning process (hereinafter referred to as the Metropolitan Planning Organization "MPO" planning process) as evidenced by an executed General Memorandum of Agreement, between the TRANSPORTATION AGENCIES and the area Local Governments as meeting the Requirements of the aforementioned Act, and

WHEREAS, the General Memorandum of Agreement has established The National Capital Region Transportation Planning Board ("TPB"), which has been designated the MPO to guide the administration and direction of a transportation planning process for the Washington metropolitan area, and

WHEREAS, the MPO planning process requirements are stated in 23 CFR 450.200, ET. SEQ (Statewide Planning; Metropolitan Planning; Rule) and 23 CFR 420.201 ET. SEQ (State Planning and Research Program Administration; Final Rule), and

WHEREAS, in furtherance of the MPO planning process, the TPB is affiliated with the COG and appointed COG to be its administrative agent for accomplishing the tasks defined annually in its Unified Planning Work Program; and

WHEREAS, the TRANSPORTATION AGENCIES desire to utilize the services of COG on a continuous basis, in connection with the MPO transportation planning process in the Washington metropolitan area.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations herein, the parties hereto do mutually agree as follows:

Section 1. PURPOSE OF THE AGREEMENT

The Purpose of this Agreement is to provide for the administrative support of the MPO transportation planning process (hereinafter referred to as the "Projects") by COG, to provide for financial assistance to COG by the TRANSPORTATION AGENCIES and to state the terms and conditions upon which such assistance will be provided.

Section 2. GENERAL PROVISIONS

This Agreement is subject to all of the most current transportation planning grant agreements between the TRANSPORTATION AGENCIES and the Federal Highway Administration and the Federal Transit Administration and/or their successor federal agencies.

Section 3. THE PROJECTS

(a) The Projects consist of urban transportation planning work as detailed in the annual Unified Planning Work Program (hereinafter referred to as the "UPWP").

The UPWP incorporates in one document all federally assisted state, regional and local transportation activities proposed to be undertaken in the region during the COG fiscal year (the period between July 1 and June 30). The UPWP consists of the approved planning work as well as the approved budgets for such work.

(b) COG shall submit a draft UPWP one hundred and twenty days (120) prior to the start of each Fiscal Year, (July 1 - June 30), for review and approval by the TPB. During the course of each Fiscal Year, COG shall carry out the work program approved by the TPB, the TRANSPORTATION AGENCIES and the FHWA and FTA as part of the annual budget process of the TPB, and subject to the availability of funds.

(c) The UPWP shall consist of the basic work program and service work or special technical studies. The basic work program is defined as those activities contained in the annual UPWP which are supported by funds provided under this Agreement. Notwithstanding the above, contracts entered into based on service work or special technical studies under the UPWP shall be approved in writing only by the TRANSPORTATION AGENCY authorizing and funding the service work or special technical study.

Section 4. PROJECTS BUDGET AND FINANCING

Subject to annual budgetary appropriation, each of the TRANSPORTATION AGENCIES shall transmit to COG, prior to July 1, each year an annual

authorization letter stipulating their share of the annual TPB budget. The cost allocations shall conform to the approved UPWP. Reallocation of grant funds among budget line items, as may be deemed necessary, which do not increase the maximum amount of grant funds authorized, will require prior approval of the TRANSPORTATION AGENCIES, should they exceed a maximum ten percent (10%) overrun on the total funds budgeted for each line item.

Section 5. PROJECTS RESPONSIBILITIES

(a) COG shall be responsible for completing the tasks in the approved UPWP. Such responsibilities shall include, but are not limited to:

(1) Submission to the TRANSPORTATION AGENCIES of monthly UPWP progress reports, which shall include a statement of the work done by all staff and consultants under the Projects. Such reports shall relate directly to the approved Projects Schedule.

(2) Submission to the TRANSPORTATION AGENCIES of other reports relative to the Projects as may be mutually agreed, between the TRANSPORTATION AGENCIES and COG.

(3) Submission to the Transportation Agencies for comment, draft final reports and final reports for the UPWP.

(b) The TRANSPORTATION AGENCIES shall support COG in completing the tasks in the approved UPWP. Such support shall include, but not be limited to:

(1) Technical aid and assistance to COG in the planning and management of the Projects and in assuring compliance with the applicable regulations and guidelines of FHWA, FTA and the TRANSPORTATION AGENCIES.

(2) Making available to COG any non-proprietary research, materials, data, maps, and statistics and other records applicable to the Projects in a timely fashion.

(3) Preparation and submission to the FHWA and FTA of required Projects progress and financial reports.

Section 6. ADMINISTRATION OF THE AGREEMENT

(a) The COG Executive Director, or his/her designee, shall serve as the COG Contracting Officer and is solely authorized to execute this Agreement and any

changes or modifications to this Agreement on behalf of COG. The COG Director of Transportation Planning shall serve as the overall Projects Director with the responsibility for the tasks outlined in Section 5A, hereof.

(b) The TRANSPORTATION AGENCIES shall appoint their own authorized agents to act on their behalf in the administration of the Agreement and shall so notify COG of those respective individuals.

Section 7. PERSONNEL

All of the services required hereunder shall be performed by COG or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.

Section 8. TIME OF PERFORMANCE

A. The Projects shall be conducted on an annual basis, which shall extend from July 1 through June 30 and shall be renewed annually by an authorization letter from the TRANSPORTATION AGENCIES to COG. The time of performance beyond the fiscal year may be extended by mutual agreement between COG and the TRANSPORTATION AGENCIES subject to prior approval by the FHWA and/or the FTA.

B. This Agreement shall become effective when signed by all parties and shall be reviewed for consistency with all applicable laws and regulations annually but not less frequently than every five (5) years. All terms and conditions of this agreement shall remain in effect while undergoing the periodic review.

Section 9. COMPENSATION AND METHOD OF PAYMENT

Payments shall be made by the TRANSPORTATION AGENCIES to COG on the basis of a monthly invoice for payment that shall be submitted by COG to the TRANSPORTATION AGENCIES. Such payments shall be calculated in accordance with the division of funding set forth in the budgets for the approved UPWP.

(a) Monthly invoices for payment shall include:

(1) The actual expense of the Projects incurred by COG during the period covered by the invoice.

(2) A certification by COG that all costs charged to the Projects, including any approved services contributed by COG or others, are supported by properly executed payrolls, time records, invoices, contracts

and vouchers evidencing, in detail, the nature and propriety of the charges.

(3) A certification by the Projects Director that progress on the Projects by any consultants retained in connection with the Projects through the period covered by the invoice has been carried out satisfactorily and in accordance with the contract between COG and the consultant.

(4) The invoices shall be accompanied by appropriate monthly progress reports in accordance with Section 5 (a) (1) and (2) of this Agreement.

(b) Invoices, as stipulated in 9(a), shall be submitted no more than thirty (30) days after the end of the month and shall be honored and paid to COG by the TRANSPORTATION AGENCIES within thirty (30) days of their receipt. The final invoice shall be submitted within sixty (60) days after the end of the fiscal year.

Section 10. ACCOUNTING

COG shall establish and maintain a set of accounts within the framework of an established accounting system for the Projects in a manner consistent with 49 CFR Section 18.20. All costs attributable to the Projects shall be charged in accordance with procedures and standards established in OMB circular A-87, Revised "Cost Principles for State and Local Governments".

Section 11. AUDIT AND INSPECTION OF RECORDS

(a) COG shall comply with the OMB single audit requirements as specified in OMB Circular A-133.

(b) COG shall permit the authorized representatives of the TRANSPORTATION AGENCIES, the U.S. Department of Transportation and the Comptroller General of the United States to inspect and audit all data and records of COG relating to its performance under this Agreement.

(c) COG agrees that following the completion of any audit report prepared in accordance with this Section, it shall promptly refund to the TRANSPORTATION AGENCIES any payments that are found to be unsupported by acceptable records.

(d) Prior to the closeout of the Projects, COG shall, if requested, furnish audit reports of all expenditures under any subcontract with a consultant. Such reports shall be prepared according to generally accepted accounting principles.

(e) COG shall maintain and retain all records and documents relating to the Projects for five (5) years following the completion of the Projects for contracts not under litigation and for the duration of litigation for contracts under litigation.

Section 12. PROFESSIONAL SERVICES

COG assures that required federal procurement practices are followed for all contracts.

(a) Basic Work Program The UPWP shall include a brief statement of work to be performed by consultants and identify total funds needed with a breakdown by fiscal year. Prior to Request for Proposals being issued by COG, all statements of work shall be approved by the TPB or its appointed committee or subcommittee. COG shall provide an executed copy of the contracts, as requested, to the TRANSPORTATION AGENCIES.

(b) Services or Special Projects Contracts entered into based on service work or special technical studies shall be approved in writing by the TRANSPORTATION AGENCY authorizing and funding the service work or special technical study.

Section 13. TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, COG shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if COG shall violate any of the covenants, agreements or stipulations of this Agreement, the TRANSPORTATION AGENCIES shall thereupon have the right to terminate this Agreement by giving written notice to COG of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination of this Agreement, COG shall be entitled to receive from the TRANSPORTATION AGENCIES, a proportionate share of the just and equitable compensation of any work completed to the date of termination. Should COG make a positive effort to cure the deficiency within ten (10) days of the receipt notice of termination by the TRANSPORTATION AGENCIES, the TRANSPORTATION AGENCIES may extend the 30 day period.

Section 14. TERMINATION FOR CONVENIENCE

COG or the TRANSPORTATION AGENCIES may terminate this Agreement at any time, without cause, provided it gives sixty (60) days written notice to the other party of such termination, which shall be effective on the date of such notice and provided that it has satisfied the financial or other obligations it has incurred under the Agreement up to, but not including the effective date of termination.

Section 15. DISPOSITION OF DOCUMENTS AND DATA

All finished or unfinished documents, data, surveys, drawings, maps, models, photographs and reports prepared by or for COG for the TRANSPORTATION AGENCIES in accordance with this Agreement shall become the joint property of all the parties to this Agreement.

Section 16. SMALL, DISADVANTAGED AND WOMEN OWNED BUSINESS ENTERPRISE

COG shall comply with the policy of the U.S. Department of Transportation on Disadvantaged Business Enterprises (DBE) as set forth in 49 CFR Part 26, as amended.

COG shall ensure that DBE's, as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this Agreement. In this regard COG shall take all necessary and reasonable steps in accordance with 49CFR 26, as amended, to ensure that DBE's have the maximum opportunity to compete for and perform contracts. COG shall not discriminate on the basis of race, color, national origin, disability, or sex in the award and performance of DOT assisted contracts.

Section 17. NONDISCRIMINATION

The parties hereby agree that as a condition to receiving any federal assistance from the TRANSPORTATION AGENCIES, COG shall comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulation) and other pertinent

directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under any program or activity.

COG shall permit access to its books, records and account by the TRANSPORTATION AGENCIES for purposes of investigation to ascertain compliance with these provisions.

Section 18. DEBARMENT AND SUSPENSION

COG shall obtain from its third party contractors, subgrantees and subrecipients certifications required by US DOT regulations, "Government-wide Debarment and Suspension (Nonprocurement)", 49 CFR Part 29, and otherwise comply with the requirements of those regulations.

Section 19. INTEREST OF MEMBERS OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

Section 20. INTEREST OF MEMBERS OF COG AND OTHERS:

No officer, member or employee of COG, and no other public official of the governing body of the locality or the locations in which the Projects are situated or being carried out who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of these Projects during his/her tenure or one year thereafter, shall have any personal interest, direct or indirect, apart from his/her official duties in this Agreement or the proceeds thereof.

Section 21. INTEREST OF TRANSPORTATION AGENCIES

The TRANSPORTATION AGENCIES covenant that they presently have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The TRANSPORTATION AGENCIES further covenant that in the performance of this Agreement, no person having such interest shall be employed.

Section 22. ASSIGNMENT

COG shall not assign its interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TRANSPORTATION AGENCIES hereto.

Section 23. COVENANT AGAINST CONTINGENT FEES:

COG warrants that it has not employed any persons to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the TRANSPORTATION AGENCIES the right to terminate this agreement.

Section 24. CHANGES

The parties hereto may, from time to time, request changes in the work and services to be performed by COG. Such changes, including any increase or decrease in the cost of performing the work and services, must be mutually agreed upon in writing and signed by the TRANSPORTATION AGENCIES and COG, and concurred with by FTA and FHWA, where required, before they are considered changes to the Agreement.

Section 25. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

The TRANSPORTATION AGENCIES, the U.S. DOT, and COG shall reserve a royalty-free nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for government purposes:

- ▶ the copyright in any work developed under a grant, subgrant or contract under a grant; and
- ▶ any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.

All reports published by COG or subrecipient under this Agreement shall contain the following acknowledgment: "The preparation of this report was financially aided through grants from the District of Columbia Department of Transportation; Maryland Department of Transportation; Virginia Department of Transportation; the Virginia Department of Rail and Public Transportation; U.S. Department of Transportation, Federal Highway Administration; and the U.S. Department of Transportation, Federal Transit Administration."

Section 26. DISPUTES

(a) Basic Work Program. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual consent of all parties, shall be decided through unanimous decision of the TRANSPORTATION AGENCIES, which shall notify COG in writing of their joint determination. Prior to making any such decisions, COG shall be given an opportunity to provide, and the TRANSPORTATION AGENCIES shall consider, information in support of its position. The decision of the TRANSPORTATION AGENCIES shall be final and conclusive on such fact(s) in dispute. Judicial Review of the record of such determinations is available by a court of competent jurisdiction to determine if such determinations have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply had faith, or are not supported by substantial evidence.

(b) Services or Special Projects. Any dispute concerning a question of fact in conjunction with Services or Special Projects, requested, authorized and funded by one TRANSPORTATION AGENCY, which is not disposed of by mutual consent of the TRANSPORTATION AGENCY and COG shall be decided by such TRANSPORTATION AGENCY, which shall notify COG in writing of its determination. Dispute resolution by such TRANSPORTATION AGENCY shall be conducted as detailed in section 26a. above.

Section 27. REQUIRED AND STANDARD CLAUSES

A. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any Party to expend funds in excess of available appropriations.

B. NON-DISCRIMINATION: The Parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, age, disability, or national origin, and shall observe all of the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; U.S.C. '2000(d) et. seq.). The Parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, age, disability, or national origin.

C. ANTI-DEFICIENCY ACT: Pursuant to the Anti-Deficiency Act, 31 U.S.C. '134(a)(1)(1994) nothing contained in this Agreement shall be construed as binding on the United States or the TRANSPORTATION AGENCIES to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States or the

TRANSPORTATION AGENCIES in any contract or other obligation for the further expenditure of money in excess of such appropriations.

D. LOBBY PROHIBITION: The Parties will abide by the provisions of Section 1913 (Lobbying with Appropriated Monies) of 18 U.S.C., which states:

No part of the money appropriated by enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Members of Congress, through the proper channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of public business.

E. This Agreement is subject to all laws governing Federal procurement and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement. Nothing in this Agreement shall be construed in any way impairing the general powers of the Parties for supervision, regulation and control of its property under such applicable laws, regulations and rules.

Section 28. EXECUTION OF AGREEMENT

Several copies of this Agreement may be simultaneously executed, each of which shall be deemed to be an original having identical legal effect. Each party to this Agreement shall receive an original Agreement.

IN WITNESS WHEREOF, the TRANSPORTATION AGENCIES have caused this Agreement to be duly executed in their behalf and under their several seals to be hereunto affixed and attested; and, thereafter, COG has caused the same to be duly executed in its behalf, the date of which all parties have signed this Agreement.

WITNESS

METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS

By: [Signature]

By: [Signature]
Executive Director

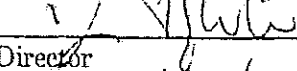
9/5/07

Date

Witness:

DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION

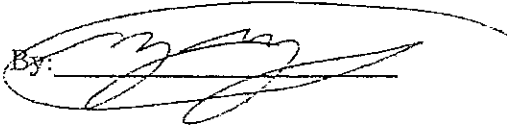
By: _____

By:  _____
Director

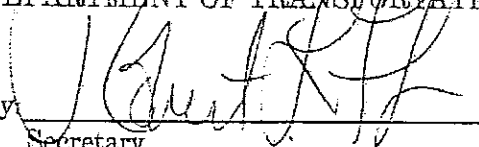
9/15/03

Date

WITNESS

By: 

STATE OF MARYLAND
DEPARTMENT OF TRANSPORTATION

By: 
Secretary

10/30/2003
Date

WITNESS:

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

By: Carl Amos

By: Whitson W. Clement
Secretary

9-16-03
Date

Appendix J

MEMORANDUM OF UNDERSTANDING

**Conducting the
Continuing, Cooperative and Comprehensive Transportation Planning Process
for the
Kansas City, MO-KS Metropolitan Area**

City of Independence
Johnson County Transit
Kansas City Area Transportation Authority
Kansas Department of Transportation
Mid-America Regional Council
Missouri Department of Transportation
Unified Government Transit

This Memorandum of Understanding (MOU), entered into and effective this _____ day of _____, 2013, by and between City of Independence, Johnson County Transit, the Kansas City Area Transportation Authority, the Kansas Department of Transportation, the Mid-America Regional Council, the Missouri Department of Transportation, and Unified Government Transit, establishes a metropolitan planning and programming process, and documents the roles and responsibilities of each party in the process. The partners agree to conduct a planning and programming process that complies with all federal planning requirements as specified in federal law. This MOU is not intended to create any substantive rights or responsibilities for anyone, whether a party to this agreement or not, over and above those created and conferred by federal and state law.

Planning Partners

The City of Independence (IndeBus) provides general purpose and special public transportation services funded by the City of Independence.

The Johnson County Transportation Department, hereinafter referred to as Johnson County Transit (JCT), is a department of Johnson County Government, responsible for providing general purpose and special public transportation services funded by Johnson County, Kansas.

The Kansas City Area Transportation Authority (KCATA), the creation of a bi-state compact between the states of Kansas and Missouri, is responsible for providing general purpose and special public transportation services throughout the 7-county (Cass, Clay Jackson, and Platte in MO; Johnson, Leavenworth, and Wyandotte in KS) Kansas City area.

The Kansas Department of Transportation (KDOT) is a state agency established pursuant to Kansas statute responsible for building, maintaining and operating a variety of transportation facilities across the state of Kansas, including, but not limited to, the federal and state highway system.

The Mid-America Regional Council (MARC) is an association of city and county governments throughout the 9-county (Cass, Clay, Jackson, Platte and Ray in MO; Johnson, Leavenworth, Miami and Wyandotte in KS) Kansas City area. MARC is the designated Metropolitan Planning Organization (MPO) for the Kansas City, MO-KS and Lee's Summit, MO urbanized areas.

The Missouri Highways and Transportation Commission is a gubernatorial appointed commission overseeing the Missouri Department of Transportation (MoDOT), a governmental department within the State of Missouri responsible for building, maintaining and operating a variety of transportation facilities across the state of Missouri, including, but not limited to, the federal and state highway system. This partner is hereinafter referred to as MoDOT.

Unified Government Transit (UGT) is a department of the Unified Government of Wyandotte County and Kansas City, Kansas, responsible for providing general purpose and special public transportation services funded by the Unified Government.

MPO Governance/Structure

MARC is governed by a Board of Directors consisting of 34 elected officials. The nine counties and the six largest cities within the region (Kansas City, MO, Kansas City, KS, Overland Park, KS, Independence MO, Olathe, KS and Lee's Summit, MO) have direct board representation. The smaller cities are represented on the Board by local elected officials selected at the county level. Bylaws adopted by the MARC Board outline membership and operating procedures of the Board.

MARC's work as the region's MPO is guided by the Total Transportation Policy Committee (TTPC). The TTPC provides policy-level recommendations to the MARC Board on significant transportation issues, programs, and projects, and serves as the primary focal point for MARC's overall transportation planning program. Membership on the TTPC includes elected officials and staff representatives from local counties and municipalities, as well as representatives from IndeBus, JCT, KCATA, KDOT, MoDOT, and UGT (IndeBus, JCT and UGT representation is through their respective local government bodies). Bylaws adopted by TTPC outline membership and operating procedures of the committee.

A number of modal committees report to the TTPC, each one corresponding with a particular mode or type of transportation. Membership on the modal committees is a mixture of elected officials, local government staff, state and federal officials, and representatives from various interest groups. TTPC has adopted an overall modal committee structure and bylaws for individual modal committees that outline their membership and operating procedures.

A number of programming committees report to TTPC, each one charged with formulating funding recommendations for particular federal funding programs. TTPC has adopted Roles and Responsibilities documents for each of the programming committees that identify their membership structure and operating procedures. The committees have also developed methodologies for evaluating proposed projects and formulating their recommendations.

Planning Process and Responsibilities

Unified Planning Work Program Development and Consolidated Planning Grant Management – A Unified Planning Work Program (UPWP) is prepared annually that describes the planning activities to be conducted in the region. The UPWP serves three distinct functions: (1) it describes the transportation planning activities of regional scope that the planning partners will undertake during the year; (2) it serves as the scope of work for planning activities proposed for funding under the Consolidated Planning Grant (CPG); and (3) it provides a management tool for the planning partners in scheduling major transportation planning activities, milestones and products. Much of the work in the UPWP that is conducted by MARC, as the MPO, is funded by Consolidated Planning Grants (comprised

of FHWA PL and FTA Section 5303 funds) provided by the state DOTs, although some MARC tasks are funded through other federal transportation funds provided through separate local public agency (LPA) agreements with KDOT and/or MoDOT. The manner of financing of activities authorized under the CPG and LPA agreements is through reimbursement by KDOT and MoDOT of federal funds for up to a maximum of eighty percent (80%) of authorized expenditures (with exceptions for some uses of funds), with the balance (the non-federal share) to be provided for by separate fiscal agreement between MARC and its local government members.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners in the development of the UPWP. MARC will develop and maintain a UPWP development schedule each year that will include a meeting of the planning partners to discuss development and establish planning priorities of the UPWP. MARC will compile the draft UPWP for review by the planning partners, TTPC and the public, and will prepare and publish the final UPWP as approved by the MARC Board. MARC will use the UPWP as the scope of services for the consolidated planning grants with KDOT and MoDOT, and will enter into annual agreements with KDOT and MoDOT to receive Consolidated Planning Grant funds to support its work in the UPWP. MARC will enter into periodic LPA agreements with KDOT/MoDOT to support projects funded through other sources. MARC will prepare and submit to the state DOTs progress reports detailing activities conducted each quarter for the various UPWP work tasks.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of the UPWP. As the overseers of Consolidated Planning Grants with MARC, once all state and federal requirements are met KDOT and MoDOT will approve the UPWP and use it as the scope of services for their individual Consolidated Planning Grant agreements with MARC. KDOT and MoDOT will submit the UPWP to USDOT in a timely manner for USDOT approval. KDOT and MoDOT will enter into periodic LPA agreements with MARC to support projects funded through other sources. KDOT and MoDOT will provide task/budget/schedule information to be included in the UPWP, and will provide quarterly updates of task progress to be included in the quarterly progress reports.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners in the development of the UPWP, including the provision of task/budget/schedule information to be included in the document. IndeBus, JCT, KCATA and UGT will provide quarterly updates of task progress to be included in the quarterly progress reports.

Metropolitan Transportation Plan (MTP) Development and Maintenance – One of the primary products of the metropolitan planning process is the MTP. The MTP establishes the broad policy framework for transportation investments in the region, and identifies specific investments to be implemented during the plan period. As described in federal rules, the MTP will provide for the development and integrated management and operation of transportation systems and facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors) that will function as an intermodal transportation system for the metropolitan planning area and as an integral part of an intermodal transportation system for the States and the United States. The MTP is updated according to intervals set in federal regulations, and may be amended more frequently, as appropriate.

- a. MARC's Responsibility – MARC will lead the development of the MTP in cooperation with the other planning partners. MARC will establish a multi-year plan development calendar to complete the update of the plan by the established federal deadline. MARC will coordinate with and reflect the KDOT and MoDOT Statewide Long-Range Transportation Plans in the region's MTP. MARC will continuously monitor plans, studies, and other activities in the region to identify potential amendments to the MTP. MARC will review plan components and amendments to assess the need for conducting air quality/conformity analyses. MARC will produce such analyses when appropriate.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of the MTP. KDOT and MoDOT will coordinate with and reflect the region's plans in statewide long-range transportation plans. KDOT will coordinate the region's long-range planning efforts with its Local Consultation Process. MoDOT will coordinate the region's long-range planning efforts with its Planning Framework. KDOT and MoDOT will monitor internal plans, studies and other activities to identify potential MTP amendments and inform the other partners accordingly.
- c. Indebus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the MTP. IndeBus, JCT, KCATA, and UGT will coordinate the region's long-range planning efforts with their agency planning efforts for future transit operations and capital investments. IndeBus, JCT, KCATA and UGT will monitor internal plans, studies, and other activities to identify potential MTP amendments and inform the other partners accordingly.

Transportation Improvement Program (TIP) Development and Maintenance – One of the primary products of the metropolitan planning process is the TIP. The TIP identifies specific investments to be implemented during the next 4-5 year period, and serves to commit funds to specific projects. The TIP is updated according to intervals set in federal regulations, and may be amended more frequently, as appropriate.

- a. MARC's Responsibility – MARC will lead the development of the TIP in cooperation with the other planning partners. MARC will establish policies, procedures and practices for the development and maintenance of the TIP. MARC will initiate and conduct project selection processes for federal funds suballocated to the region. MARC will participate in KDOT and MoDOT project selection processes. MARC will maintain the TIP as a web/database product that reflects project level details consistent with MARC policies and federal regulations. MARC will review TIP projects and amendments to assess the need for conducting air quality/conformity analyses. MARC will produce such analyses when appropriate.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of the TIP. KDOT and MoDOT will conduct project selection activities in consultation with the other planning process partners. KDOT and MoDOT will submit/update project level data such that the TIP can reflect project details consistent with MARC policies and federal regulations. KDOT and MoDOT will consider for approval all TIP and TIP amendment actions approved and submitted by MARC and, if approved, incorporate them into the STIP such that the STIP reflects and is consistent with the metropolitan TIP. KDOT and MoDOT will process new TIP approvals and TIP amendments and submit to USDOT in a timely manner for USDOT approval.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the TIP. IndeBus, JCT, KCATA and UGT will conduct project selection activities in consultation with other

planning process partners. IndeBus, JCT, KCATA and UGT will submit/update project level data such that the TIP can reflect project details consistent with MARC policies and federal regulations.

Annual Listing of Obligated Projects – One of the aspects of public accountability assigned to the metropolitan transportation planning process is an annual reporting of the federal funds obligated to projects in the preceding year. The listing is included in the Transportation Improvement Program (TIP) to confirm the obligation of federal funds to projects currently and previously listed in the TIP.

- a. MARC's Responsibility – MARC will lead the development of the Annual Listing of Obligated Projects in cooperation with the other planning partners. MARC will establish the schedule for completing the annual listing of obligated projects, taking into account the schedules for releasing such information by KDOT, MoDOT, IndeBus, JCT, KCATA, UGT and other sources of information. MARC will compile information from the other planning partners, federal agencies, and others as appropriate, in order to complete the initial listing of projects. Once completed, MARC will publish the listing electronically as part of the region's TIP.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of the Annual Listing of Obligated Projects. KDOT and MoDOT will provide information regarding any federally funded projects they administered within the MPO boundary which have had fund obligations during the previous year. KDOT and MoDOT will establish internal procedures to routinely provide the information each year.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the Annual Listing of Obligated Projects. IndeBus, JCT, KCATA and UGT will provide information regarding any federally funded projects which have had fund obligations during the previous year. IndeBus, JCT, KCATA and UGT will establish internal procedures to routinely provide the information each year.

Financial Plans for the Metropolitan Transportation Plan and Transportation Improvement Program – The metropolitan transportation plan (MTP) and transportation improvement program (TIP) are to include financial plans based on estimates of revenue that can reasonably be expected to be available during the time period covered by each document. Financial plans and estimates of revenue are to be prepared cooperatively between the partners of the MPO process.

- a. MARC's Responsibility – MARC will lead the development of the MTP and TIP financial plans in cooperation with the other planning partners. MARC will develop and maintain procedures and methodologies for generating revenue forecasts in cooperation with IndeBus, JCT, KCATA, KDOT, MoDOT, and UGT. MARC will generate estimates of local funds to be available to support transportation investments in the region. MARC will convene the partners as necessary to review methodologies, assumptions (such as inflation factors), and estimates to be used in MTP and TIP documents and amendments.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of the MTP and TIP financial plans. KDOT and MoDOT will provide historical information regarding funding levels/expenditures within the MPO boundary and any estimates they have prepared for future state and federal revenues.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA, and UGT will cooperate with the other planning partners in the development of the MTP and TIP financial

plans. IndeBus, JCT, KCATA and UGT will provide historical information regarding funding levels/expenditures for transit services within the MPO boundary and any estimates they have prepared for future local, state, and federal revenues.

Performance-Based Planning and Decision-making – The metropolitan planning process is to establish and use a performance-based approach to transportation decision-making to support national, state and regional goals for the transportation system.

- d. MARC's Responsibility – MARC will cooperate with the other planning partners in the development of metropolitan performance targets that address national, state and regional performance measures. MARC will work with the planning partners to collect and analyze data and annually report on the progress of the region toward the performance targets. MARC will establish mechanisms to use performance information as inputs to planning and programming decisions led by MARC.
- e. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development of statewide performance targets that address national, state and regional performance measures. KDOT and MoDOT will work with the planning partners to collect and analyze data and report on the progress of the state toward the performance targets. KDOT and MoDOT will establish mechanisms to use performance information as inputs to planning and programming decisions led by the states.
- f. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA, and UGT will cooperate with the other planning partners in the development of transit system performance targets that address national, state and regional performance measures. IndeBus, JCT, KCATA, and UGT will work with the planning partners to collect and analyze data and report on the progress of the region toward the performance targets. IndeBus, JCT, KCATA and UGT will establish mechanisms to use performance information as inputs to planning and programming decisions led by the transit operators.

Studies – Studies are regularly conducted in the region to analyze particular transportation issues, transportation functions, geographic subareas, or transportation corridors and bring further definition to proposed transportation investments in the region. Studies may be categorized as Major Investment Studies, under MARC policy, or meet other criteria/scope based on agreement between the planning partners. Studies should result in changes to, or further definition of, the Metropolitan Transportation Plan (MTP), and/or project level details that should be reflected in the Transportation Improvement Program (TIP).

- a. MARC's Responsibility – MARC, in cooperation with the planning partners, will develop and maintain a list of proposed study corridors in the MTP. MARC, in cooperation with the planning partners, will maintain and implement the Major Investment Study (MIS) Policy as appropriate for proposed studies. MARC will reflect the broad policy framework articulated in the region's MTP in studies it leads. MARC will include partners of the planning process in studies it leads, and will actively participate in studies conducted by other partners of the planning process. MARC will engage a broad cross-section of community interests and the general public in studies that it leads. MARC will assist with bringing conclusions of studies through the MPO committee process to reflect conclusions in the MTP and/or the TIP, as appropriate.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the development and maintenance of the MTP list of proposed study corridors, and maintenance and implementation of the MIS Policy. KDOT and MoDOT will

reflect the broad policy framework articulated in the region's MTP in studies that they lead. KDOT and MoDOT will include partners of the planning process in studies they lead, and will actively participate in studies conducted by other partners of the planning process. KDOT and MoDOT will engage a broad cross-section of community interests and the general public in studies that they lead. KDOT and MoDOT will bring to the MPO committee process any conclusions of studies for incorporation into the MTP and/or the TIP, as appropriate.

- c. **IndeBus, JCT, KCATA and UGT's Responsibility** – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners in the development and maintenance of the MTP list of proposed study corridors, and maintenance and implementation of the MIS Policy. IndeBus, JCT, KCATA, and UGT will reflect the broad policy framework articulated in the region's MTP in studies that they lead. IndeBus, JCT, KCATA and UGT will include partners of the planning process in studies they lead, and will actively participate in studies conducted by other partners of the planning process. IndeBus, JCT, KCATA, and UGT will engage a broad cross-section of community interests and the general public in studies that they lead. IndeBus, JCT, KCATA and UGT will bring to the MPO committee process any conclusions of studies for incorporation into the MTP and/or the TIP, as appropriate.

MPO Planning Area Boundary – The MPO process is to be conducted within a defined metropolitan planning area boundary (MPAB). The boundary is to reflect the current urbanized area plus areas anticipated to urbanize within the next 20 years. The MPAB will be reviewed at the establishment of new urbanized area boundaries following each decennial census, and at intermediate intervals as prompted by requests by local or state governments to modify the current boundary. Proposed adjustments to the MPAB will be based on planning analysis of current and planned urbanized development.

- a. **MARC's Responsibility** – MARC will cooperate with the other planning partners to maintain/adjust the MPAB. MARC will enter into agreements with the Governors of Kansas and Missouri (or their designees) to establish the MPAB. MARC, in cooperation with the other planning partners, will prepare and maintain a detailed description and map of the current MPAB, and make it available to the other planning partners. MARC will initiate the review with the other planning partners of the boundary following each decennial census.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners to maintain/adjust the MPAB. KDOT and MoDOT will prepare, process and maintain agreements between the state governors (or their designees) and MARC to establish the MPAB. KDOT and MoDOT will utilize the current MPAB in data systems and planning activities to accurately reflect the area within which MPO planning, programming and decision-making processes are to be followed.
- c. **IndeBus, JCT, KCATA and UGT's Responsibility** – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners in their roles as members of MARC's transportation committees to maintain/adjust the MPAB.

Urbanized Area Boundaries – Urbanized area boundaries are established following each decennial census. The boundaries distinguish between urban and rural places for funding and system classification purposes. The MPO process may adjust the Census-defined urbanized area boundaries to create smooth, definable boundaries between urban and rural places. In some cases, multiple urbanized areas may be identified within the same metropolitan area (as was the case with the Kansas City region in the 2000 and 2010 Census). The urbanized area boundaries will be reviewed at the establishment of new urbanized area boundaries following each decennial census, and adjusted as appropriate.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for transportation planning purposes. MARC will prepare and maintain descriptions and maps of the current census-defined and adjusted urbanized area boundaries, and make them available to the other planning partners. MARC will consider the USDOT approved boundary/boundaries to be the current boundary/boundaries for planning purposes. MARC will initiate the process to adjust the census-defined boundary following each decennial census. MARC will forward any boundary adjustments to KDOT and MoDOT for approval.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for planning purposes. KDOT and MoDOT will consider for approval all boundary adjustments approved and submitted by MARC, and will submit KDOT/MoDOT approved adjustments to the urbanized boundary to USDOT for approval.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners in the review of census-defined urbanized area boundaries and making any adjustments for planning purposes. IndeBus, JCT, KCATA and UGT will work with the other planning partners to assess the impact of urbanized area definitions on the availability, distribution and use of Federal Transit Administration urbanized area formula program funds.

Functional Classification System – Roadways are functionally classified according to federal guidelines to identify the role each facility plays in the overall transportation network, to serve as a basis for design criteria, to organize reporting and analysis, and to establish eligibility for utilizing federal transportation funds.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to establish and maintain the region's functional classification system. MARC will establish and maintain policies to guide the maintenance of the region's functional classification system. MARC will consider the USDOT approved functional classification system to be the current classification for planning and programming purposes. MARC will forward any proposed changes to the region's functional classification system to KDOT and MoDOT for approval.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to establish and maintain the region's functional classification system, including assisting MARC in ensuring that the classification meets federal guidelines. KDOT and MoDOT will consider for approval all functional classification changes approved and submitted by MARC, and will be responsible for forwarding any KDOT/MoDOT approved changes to FHWA for approval. KDOT and MoDOT will reflect the region's federally approved functional classification system in their statewide functional classification systems.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – Although this is only an FHWA requirement, IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners to establish and maintain the region's functional classification system.

Travel Demand Modeling – Travel demand models are developed and maintained to simulate and forecast travel conditions on the region's transportation system. The models are used to predict and identify future problem areas in the transportation system, and to evaluate strategies, investments, and projects which may alleviate those future problems. Models may also be used to understand current and future operating conditions on elements of the transportation network. Models also provide information

to assess impacts of transportation investments for environmental justice purposes and to assess mobile source contributions to the region's air quality.

- a. **MARC's Responsibility** – MARC will cooperate with the other planning partners to establish and maintain a state-of-the-practice regional travel demand model. MARC will work with the other planning partners to collect input data for the model so that it accurately reflects local conditions. MARC will utilize the regional travel demand model for evaluating the performance of the region's transportation system and to assess proposed strategies for the MTP and TIP. MARC will also utilize the regional travel demand model for environmental justice and air quality analyses. MARC will provide information from the regional travel demand model to support studies and other analyses by the other planning partners. MARC will assist the planning partners in reviewing modeling approaches for consistency with the regional travel demand model. MARC will support a regional model users group to provide ongoing coordination with modelers in the planning partner agencies, local governments, and their consultants.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners to establish and maintain a state-of-the-practice regional travel demand model. KDOT and MoDOT will work with the other planning partners to collect input data for the model so that it accurately reflects local conditions. KDOT and MoDOT and/or their consultants will conduct any travel demand modeling in the region consistent with the regional travel demand model.
- c. **IndeBus, JCT, KCATA and UGT's Responsibility** – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners to establish and maintain a state-of-the-practice regional travel demand model. IndeBus, JCT, KCATA, and UGT will work with the other planning partners to collect input data for the model so that it accurately reflects local conditions. IndeBus, JCT, KCATA and UGT and/or their consultants will conduct any travel demand modeling in the region consistent with the regional travel demand model.

Congestion Management Process – As part of the metropolitan transportation planning process, areas are to develop and implement a Congestion Management Process (CMP). The CMP serves as a planning tool to help decrease mobile source emissions and improve regional air quality, by monitoring, measuring and diagnosing the causes of congestion on a region's multi-modal transportation systems; evaluating and recommending alternative strategies to manage or improve regional congestion; and evaluating the performance of strategies put in practice to manage or improve congestion.

- a. **MARC's Responsibility** – MARC will cooperate with the other planning partners to develop and maintain the elements of the CMP for use in the metropolitan planning process. MARC will initiate periodic updates of the CMP so that it sufficiently addresses current issues, challenges, and opportunities in the region. MARC will provide information from the CMP as part of calls for projects and as part of initial data for studies so that appropriate congestion management strategies are considered in planning and project development activities in the region.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners to develop and maintain the elements of the CMP for use in the metropolitan planning process. KDOT and MoDOT will use information from the CMP as part of planning studies and project development activities so that appropriate congestion management strategies are considered in planning and project development activities in the region.
- c. **IndeBus, JCT, KCATA and UGT's Responsibility** – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners to develop and maintain the elements of the CMP

for use in the metropolitan planning process. IndeBus, JCT, KCATA and UGT will use information from the CMP as part of planning studies and project development activities so that appropriate congestion management strategies are considered in planning and project development activities in the region.

Participation Plan – As part of the metropolitan transportation planning process, areas are to develop and implement a Participation Plan. The Participation Plan is to define a process for providing citizens, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process. The Participation Plan shall include procedures for employing visualization techniques and making public information available in electronically accessible formats and means.

- a. MARC's Responsibility – MARC will cooperate with the other planning partners to develop and maintain the Participation Plan for use in the metropolitan planning process. MARC will initiate periodic reviews of the effectiveness of the Participation Plan strategies and may suggest updates to the Plan in cooperation with the other planning partners. MARC will follow the Participation Plan in its planning and programming work so that the public is adequately and appropriately engaged in planning and project development activities in the region.
- b. KDOT and MoDOT's Responsibility – KDOT and MoDOT will cooperate with the other planning partners to develop and maintain the Participation Plan for use in the metropolitan planning process. KDOT and MoDOT will use strategies from the Participation Plan as part of planning studies and project development activities so that the public is adequately and appropriately engaged in planning and project development activities in the region.
- c. IndeBus, JCT, KCATA and UGT's Responsibility – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners to develop and maintain the Participation Plan for use in the metropolitan planning process. IndeBus, JCT, KCATA and UGT will use strategies from the Participation Plan as part of planning studies and project development activities so that the public is adequately and appropriately engaged in planning and project development activities in the region.

Regional Intelligent Transportation Systems (ITS) Architecture – In the Kansas City region, the metropolitan planning process is responsible for creation of the Regional ITS Architecture. The Kansas City Regional ITS Architecture provides a specific, tailored structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region by defining how systems functionally operate and the interconnection of information exchanges that must take place between these systems to accomplish transportation services. By providing an opportunity for coordination of activities and sharing of information among regional transportation systems through a systems engineering approach, the Regional ITS Architecture promotes system efficiency and effectiveness; provides a basis for planning the evolution of existing systems and the definition of future systems over time; provides a framework within which regional stakeholders can address transportation issues collectively; and identifies opportunities for making ITS investments in a more cost-effective manner by utilizing inter-agency cooperation.

- a. MARC's Responsibility – MARC will lead the development and maintenance of the regional ITS architecture in cooperation with the other planning partners. MARC will maintain a

- web-based database of information exchanges that comprise the regional architecture. MARC, in cooperation with the planning partners, will periodically update the ITS architecture to reflect new components and information exchanges that would enhance transportation performance in the region. MARC will provide assistance to project sponsors in identifying appropriate information exchanges for proposed ITS and ITS-related projects.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development and maintenance of the regional ITS architecture. KDOT and MoDOT will utilize the regional ITS architecture to plan, develop and evaluate proposed transportation technology investments in the region.
 - c. **IndeBus, JCT, KCATA and UGT's Responsibility** – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners in the development and maintenance of the regional ITS architecture. IndeBus, JCT, KCATA and UGT will utilize the regional ITS architecture to plan, develop and evaluate proposed transportation technology investments in the region.

Coordinated Public Transit-Human Service Transportation Plan (5310 Funds) – Areas must have a Coordinated Public Transit-Human Service Transportation Plan (CPTHSTP) to be eligible to expend FTA Section 5310 funds. The plan will serve as the basis for the competitive selection process related to Sec. 5310 funds.

- a. **MARC's Responsibility** – MARC will lead the development of the CPTHSTP and the competitive selection process for Sec. 5310 funds in cooperation with the other planning partners. MARC will coordinate the development of the regional CPTHSTP in conjunction with the other planning partners and other community interests. MARC will integrate the CPTHSTP with other transit and transportation planning activities in the region, and with the region's MTP. MARC will use the CPTHSTP to guide the competitive selection process for Section 5310 funds.
- b. **KDOT and MoDOT's Responsibility** – KDOT and MoDOT will cooperate with the other planning partners in the development of the CPTHSTP and the competitive selection process for Section 5310 funds. KDOT and MoDOT will coordinate between the regional CPTHSTP and any statewide CPTHSTPs that may be developed.
- c. **IndeBus, JCT, KCATA and UGT's Responsibility** – IndeBus, JCT, KCATA and UGT will cooperate with the other planning partners in the development of the CPTHSTP and the competitive selection process for Section 5310 funds. KCATA will serve as the designated recipient for Section 5310 funds for the region. IndeBus, JCT, KCATA, and UGT will assist in integrating the CPTHSTP with other transit planning activities in the region.

Periodic Review of this MOU

This MOU will be reviewed periodically so that it remains current in articulating roles and responsibilities of the planning partners. The MOU will be assessed following each new federal authorization and each federal certification review of the region's planning process to capture any changes in federal law, federal regulations and guidance, comments that were part of the certification review, and changes within the partners of the planning process. Current information on the region's planning process will be available each year as part of the Unified Planning Work Program.

Expected Roles and Responsibilities of USDOT

While they are not direct parties to this agreement, it is the expectation of the parties that USDOT offices, particularly the Kansas and Missouri Division Offices of the Federal Highway Administration and the Regional Office of the Federal Transit Administration, will also participate as partners in the Kansas City region's transportation planning process. USDOT offices are expected to participate as ex officio members of MPO transportation committees, and provide a federal perspective to the work of the MPO. USDOT offices are expected to provide information on best practices and developments in the field of transportation planning that could support and be useful to the region's planning efforts. USDOT offices are expected to take actions on plans, environmental studies, and investment projects within the region that are consistent with decisions that have come out of the MPO process. USDOT offices are also expected to advise the MPO regarding any issues of compliance with federal regulations as work products are being developed and produced so that final products will meet existing requirements. Additionally, USDOT is expected to complete its actions related to approving products of the MPO process in a timely manner, so as not to delay progress on significant transportation initiatives in the region.

IN WITNESS WHEREOF the parties hereto have caused this Memorandum of Understanding to be executed by their proper officers and representatives having authority to do so.

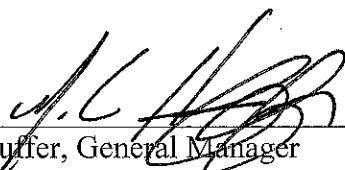
Robert E. Heacock, City Manager
City of Independence

Date: _____



Alice M. Amrein, Director
Johnson County Transit

Date: April 15, 2014

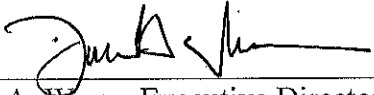


Mark Huffer, General Manager
Kansas City Area Transportation Authority

Date: 05/07/14

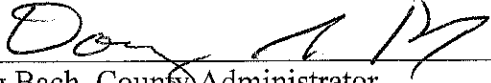
Mike King, Secretary of Transportation
Kansas Department of Transportation

Date: _____



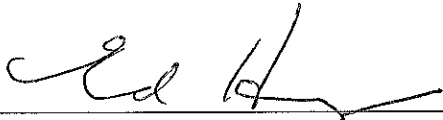
David A. Warm, Executive Director
Mid-America Regional Council

Date: 4/1/14



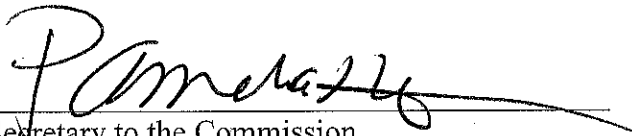
Doug Bach, County Administrator
Unified Government
Unified Government Transit

Date: _____



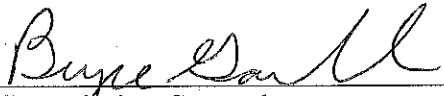
Ed Hassinger, Chief Engineer
Missouri Department of Transportation
Missouri Highways and Transportation Commission

Date: 6-3-14



Secretary to the Commission

Approved as to Form:



Commission Counsel

Approved pursuant to KSA 12-2904

Derek Schmidt
Kansas Attorney General
Office of the Kansas Attorney General

Date: _____

Appendix K

February 2014

MEMORANDUM OF AGREEMENT FOR
TRANSPORTATION PLANNING AND PROGRAMMING
BY AND BETWEEN
THE METROPOLITAN AREA PLANNING AGENCY, METRO TRANSIT
IOWA DEPARTMENT OF TRANSPORTATION,
AND THE NEBRASKA DEPARTMENT OF ROADS

This Memorandum of Agreement (MOA), made this _____ day of _____, 2014, by and between the Metropolitan Area Planning Agency (MAPA) (hereinafter referred to as the MPO), Metro Transit, Iowa Department of Transportation (Iowa DOT), and the Nebraska Department of Roads (NDOR). Iowa DOT and NDOR are collectively referred to as States.

WITNESS THAT

WHEREAS, pursuant to various statutes, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) have established regulations which call for each metropolitan area to have a continuing, cooperative, and comprehensive transportation planning process that considers all transportation modes and supports metropolitan community development as a requirement for obtaining federal transportation funds; and

WHEREAS, federal statutes and regulation require each state to have a statewide transportation planning process that is fully coordinated with the metropolitan transportation planning process; and

WHEREAS, the MPO will coordinate and cooperate with Metro Transit on Federally required planning documents where mutual coordination and cooperation is necessary. These roles are defined below.

WHEREAS, federal regulations establish a coordinated statewide and long range transportation planning process that requires a twenty-year transportation plan for each metropolitan planning organization; and

WHEREAS, the MPO is responsible for long range transportation plan on behalf of its member governments within a geographic area boundary that includes the counties of Douglas, Sarpy, and northern Cass in the state of Nebraska, and southwestern Pottawattamie County in the State of Iowa; and

WHEREAS, the purpose of this MOA is to define the specific roles and responsibilities of the MPO and the States for metropolitan transportation planning and programming, to

implement these statutes and regulations, and to ensure that a cooperative transportation planning and programming process is established between the MPO and the States in the metropolitan planning area; and

WHEREAS, the MPO is a voluntary association of local governments created in 1967 under the terms of an interlocal agreement, empowered to conduct planning activities and make and adopt a Long Range Transportation Plan for the territory within its geographic area, and nothing contained in this MOA shall be construed to abrogate or delete the exercise of statutory powers and duties of a Metropolitan Planning Organization (MPO) and, as a Council of Governments, limit its ability under state and federal law to review and take action on all matters within the scope of its statutory responsibilities; and

WHEREAS, the States are responsible for formulating the general policy and planning the statewide transportation system including the management, construction and maintenance of public highways within their respective states, for adopting a statewide transportation plan, Statewide Transportation Improvement Program and annual budgets for the construction, maintenance and operation of the state highway system, and nothing contained in this MOA shall be construed to abrogate or delete the exercise of the statutory powers and duties of the States as the appropriate state agency under state and federal law to review and take action on all matters within the scope of its statutory responsibilities; and

WHEREAS, the Nebraska state statutes and Iowa state statutes have authorized the States to implement policy and direction and enter into all contracts and agreements with other units of government within each respective state to take such other actions as may be necessary to comply with federal laws and regulations; and

WHEREAS, MAPA is the designated MPO and Transportation Management Agency (TMA) pursuant to 23 USC 134 and 49 USC 5303 et seq. and continues to carry out its responsibilities in accordance with 23 CFR 450, and

WHEREAS, the pertinent federal regulations require that there be an agreement between each MPO and the States that specifies the responsibilities for cooperatively carrying out transportation planning and programming; and

WHEREAS, it is the desire and intent of the parties to fulfill the pertinent federal requirements for the MPO pursuant to this MOA, while recognizing, and preserving the policies and statutory responsibilities of the States under their enabling legislation; and

WHEREAS, federal regulations require that the metropolitan transportation planning and programming process considers all modes of transportation and provides for consideration of projects, strategies and services that will:

1. Support the economic vitality of the metropolitan area; especially by enabling global competitiveness, productivity, and efficiency;
2. Increase the safety of the transportation system for motorized and non-motorized users;
3. Increase the security of the transportation system for motorized and non-motorized users;
4. Increase accessibility and mobility of people and freight;
5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;
6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;
7. Promote efficient system management and operation; and
8. Emphasize the preservation of the existing transportation system consistent with metropolitan and local development goals; and

WHEREAS, successful implementation of the MPO's comprehensive plans and programs requires the continuing cooperative effort of local, regional, and state governments.

NOW, THEREFORE, BE IT RESOLVED THAT the parties hereto do mutually agree as follows:

A. PARTIES

The MPO and the States hereby agree to carry out and actively participate in the continuing, cooperative and comprehensive metropolitan transportation planning and

programming process in accordance with applicable federal and state laws and regulations.

Further, the parties agree to cooperate to establish effective mechanisms to meet the needs of the metropolitan transportation planning and programming process, including providing for public involvement in regional and state transportation planning.

B. APPLICABILITY

This MOA applies to the continuing, cooperative and comprehensive metropolitan transportation planning and programming process required for the MPO by 23 U.S.C. Section 134, and 4 U.S.C. 5303, et seq. and as implemented by the applicable regulations in order for the region to qualify for federal transportation funds and meet regional transportation planning requirements.

C. PURPOSE

This MOA is established to define the specific roles and responsibilities of the MPO and the States for metropolitan transportation planning and programming within the boundaries of the MPO.

The MPO and the States hereby agree to carry out and actively participate in the continuing, cooperative and comprehensive metropolitan transportation planning and programming process in accordance with applicable federal and state laws and regulations.

The parties agree that metropolitan transportation planning and programming processes leading to the development and adoption of long range transportation plans (LRTP) and transportation improvement programs (TIP) may change in order to respond to changes in the law, restructuring within their respective organizations, or to reflect prior experience.

D. PARTICIPANT RESPONSIBILITIES

The MPO, in cooperation with the States and Metro Transit, is responsible for operation and maintenance of the metropolitan transportation planning and programming process within the boundaries of the MPO. This responsibility includes preparing and adopting, in a manner consistent with the MOA, all required transportation plans, transportation improvement programs and documents of the metropolitan transportation planning and programming process.

The parties to this MOA agree to actively participate in the metropolitan transportation planning and programming process, to cooperate to establish effective mechanisms to meet the needs of the metropolitan transportation planning and programming process and to fulfill commitments established pursuant to this MOA. While it is recognized that the parties are ultimately bound by the actions of their respective agencies, they commit to present within their organizations the recommendations resulting from the metropolitan transportation planning and programming process.

E. PARTICIPATION IN THE PLANNING PROCESS

The MPO has a technical advisory committee to address transportation and transportation-related issues. The States will maintain membership on, and will cooperatively participate in, this committee. Any changes to the status of the States' role in the MPO technical advisory committees will be made in consultation with the States. Cooperation, or cooperative participation, means that the States will actively participate on the MPO's technical advisory committee; will provide adequate opportunity for the other to review and comment on draft transportation plans, transportation improvement programs and related documents; and will provide constructive comments in a timely manner so they may be evaluated and acted upon.

To facilitate coordination in carrying out the metropolitan transportation planning and programming process, the MPO, Metro Transit, and the States will cooperatively develop mechanisms and procedures to carry out the tasks needed to develop the metropolitan transportation planning and programming products required of the MPO. The MPO, Metro Transit, and States will meet at least annually to discuss the metropolitan transportation planning and programming process carried out in the MPO transportation planning region, and will address:

1. The events of the past year, including any successes or failures between the participants in carrying out a continuing, cooperative, and comprehensive transportation planning and programming process and the terms of this MOA;
2. Issues relating to the coming year's planning program; and
3. Other relevant matters.

The parties hereby agree to conduct the metropolitan transportation planning process in an open manner such that members of the public, local entities, other transportation providers, and other interested parties can fully participate. The parties agree to take appropriate actions to ensure public participation through means identified in the MPO's public involvement procedures.

F. ORGANIZATION OF PLANNING PROCESS

1. The MPO Council of Officials, Board of Directors and Technical Advisory Committee Structure

a. Council of Officials

The Council of Officials, as prescribed in the MAPA Bylaws, is the policy body for MAPA. The responsibilities for the Council of Officials include establishing and adopting policies, goals and objectives for the overall operations of the agency. The Council of Officials receives recommended plans, studies or reports from the Board of Directors. The Council may adopt programs, plans, studies and reports, and may recommend implementation of adopted plans, studies and reports to members and non-members.

The Council of Officials annually participates in the development of the Unified Work Program through a priority setting process to identify programs and projects that should be included in the Work Program. The Council reviews and recommends approval of the Work Program to the Board of Directors.

b. Board of Directors

The Board of Directors of the MPO, as prescribed in its Bylaws, is the Metropolitan Planning Organization and Transportation Management Agency governing body for the MPO transportation planning region. The Board of Directors maintains a staff to support its activities. The Board of Directors may, from time to time, by appropriate resolution, appoint such committees, task forces, study groups, working groups, or other ad hoc or formal groups as it deems expedient to provide advice, recommendations, or technical expertise to further the principles and purposes of the MPO in its role as the Metropolitan

Planning Organization and Transportation Management Agency. The MPO retains at its discretion all rights to define, limit, or terminate the activities of such groups without necessitating a change to this MOA.

An Interlocal Agreement defines the purpose, composition, and operating characteristics of the Board of Directors and its advisory committees. The following advisory committees and staff structure currently provide advice and recommendations to the MPO regarding Metropolitan Planning Organization and Transportation Management Agency matters and responsibilities.

c. Technical Advisory Committee

The purpose of the MPO Transportation Technical Advisory Committee (TTAC) is to provide technical advice and to recommend appropriate courses of action to the MPO, and the MPO staff on current and emerging transportation issues, goals, plans, and programs affecting the MPO to the Board of Directors. The advice and recommendations address at least the:

- i. Unified Planning Work Program;
- ii. Transportation Improvement Program;
- iii. Long-Range Transportation Plan;
- iv. Policies and programs as may be directed by the MPO.

Refer to the MAPA TTAC bylaws for the number of votes each entity has on the TTAC.

G. GENERAL RESPONSIBILITIES

The parties recognize that the States have a continuing duty of planning transportation systems of statewide significance, identifying potential transportation issues and concerns of statewide interest, and reconciling conflicts between Long Range Transportation Plan(s) and transportation improvement programs. In carrying out its duties, the States will partner with the MPO on activities within the boundaries of the MPO.

The parties recognize that the MPO is the agency responsible for comprehensive metropolitan transportation planning and programming for the MPO pursuant to

federal law. In carrying out its duties and responsibilities within its boundaries, the MPO and Metro Transit will cooperatively participate in activities with the States.

The MPO, Metro Transit, and the States will, as appropriate, coordinate public involvement for regional and statewide transportation plans and transportation improvement programs.

The MPO, Metro Transit, and the States each will, in a timely manner, inform and seek comment from the other party on proposed new or revised policies, goals and strategies within their purview. Each party will also inform the other of new or revised federal policies, regulations, planning factors listed in 23 CFR 450.206, and other guidance that may affect statewide and/or metropolitan transportation planning and programming.

The States will, as appropriate, coordinate their project prioritization and programming process with the MPO's long range transportation plan and transportation improvement program development processes to ensure that the state highway system projects the States recommend or select for implementation in the MPO area are consistent with MPO priorities.

H. UNIFIED PLANNING WORK PROGRAM (UPWP)

The primary purpose of the UPWP is to provide guidance in the management of work by the staff of the MPO and serve as the basis for the MPO annual transportation planning program. The MPO's UPWP is developed in cooperation with local entities, Metro Transit, States, and FHWA/FTA. Annually the States will prepare agreements with the MPO, defining terms and conditions for the use of these planning funds, along with the latest estimate of planning funds available, which is based on funding levels provided by FHWA. Upon the States' and FHWA/FTA review and approval of the MPO's UPWP, the planning monies are available for the MPO's use for the various planning activities enumerated in the UPWP. Amendments to the UPWP will be subject to review and approval by the States and FHWA/FTA. As a basis for review of UPWP amendment requests, each party will submit reasons for changes, scope of work revisions, and

funding information. The MPO will require the same information from sub-grantees, if any.

The States and FHWA/FTA will review and comment upon draft UPWPs and UPWP amendments to determine eligibility of proposed expenditures. The States will also review and comment upon UPWP progress, UPWP funding, status of expenditures, and reports as appropriate. The MPO shall submit invoices on a quarterly basis at a minimum. However, payments will not be made more often than once each thirty days. The States, upon receipt of the proper invoices, will make every reasonable effort to provide payment to the MPO within thirty calendar days.

I. CERTIFICATION OF THE PLANNING PROCESS

Federal regulations require the MPO and the States to certify that the metropolitan and statewide transportation planning process conforms to all applicable requirements of federal laws. The MPO and the States will annually certify to the FHWA and the FTA that the metropolitan transportation planning and programming process is addressing the major issues facing the MPO, and is being conducted in accordance with all applicable requirements.

J. LONG RANGE TRANSPORTATION PLAN(S)

The MPO will review, update, and approve the Long Range Transportation Plan (LRTP) at least every five years or as required by 23 CFR 450.322c. The MPO will develop the LRTP in consultation with federal and state officials responsible for planning affected by transportation, as well as Metro Transit. The MPO will develop the revenue projections for the LRTP in cooperation with the States consistent with resource allocation for federal and state transportation funds. MPO and the States' staff participate in the development of a recommendation of resource allocation. Such recommendation is considered for adoption by the States for federal and state transportation funds. For the purpose of developing the long range transportation plan, the MPO, the States and Metro Transit shall cooperatively develop estimates of funds that will be available to support Long Range Transportation Plan(s) implementation.

The States will participate in the development of the LRTP and will provide initial long-range estimates of anticipated federal and state transportation funds for all funding categories. The initial long-range estimates for anticipated State and Federal funding will be based upon recent allocations and adjusted for the future with an appropriate inflation factor. The MPO will use these initial long-range funding estimates during the cooperative development of the final LRTP funding levels. The States will review and provide written comments, addressing fiscal constraint on the draft LRTP in time for the comments to be evaluated and acted upon prior to the draft LRTPs being released to the public for comment.

The MPO and the States shall cooperatively develop all federal and state funded transportation projects on the state highway system in the MPO transportation management area for inclusion in the MPO's long range transportation plan. The maintenance and operations program will be addressed in the LRTP at the system level. Inclusion of the maintenance and operation program in the LRTP will be considered a planning estimate, reasonably expected to be available, but not a guarantee or specific commitment of maintenance dollars to be spent in the MPO.

The MPO will develop the process and timeline for project prioritization and selection for each LRTP. The States will participate in the development, review and approval of the project prioritization and selection process within their respective State. The MPO will approve projects to be included in its LRTP.

When amending a LRTP, the MPO will ensure fiscal constraint is maintained. The States will review and comment on LRTP amendments for fiscal constraint and transportation issues.

The parties will report events that may significantly impact long range transportation plans as soon as they become known. These events or conditions include problems, delays, or adverse conditions that will materially affect the revenue, schedule or scope of a project. This disclosure will be accompanied by a statement of the action contemplated to resolve the situation.

K. TRANSPORTATION IMPROVEMENT PROGRAMS

For the purpose of developing the Transportation Improvement Programs (TIP), the MPO, the States, and Metro Transit will cooperatively develop estimates of funds that are reasonably expected to be available to support program implementation.

The MPO will develop and approve its TIP as appropriate in coordination with the Statewide Transportation Improvement Programs (STIPs) and LRTPs. The MPO will ensure its TIP is fiscally constrained and that projects in it are consistent with the LRTP. The MPO will develop the TIP financial plan in cooperation with the States, consistent with the approved resource allocation for processing federal aid projects.

The MPO, in cooperation with the States shall establish the TIP development schedule. The States will participate in the development of the TIP and will provide initial estimates of available federal and state transportation funds for all funding categories. The MPO will use these initial funding estimates during the cooperative development of the final TIP funding levels. The States will review and provide comments, addressing fiscal constraints on the draft TIP in time for the comments to be evaluated and acted upon prior to the draft TIP being released to the public for comment. After the TIP is approved by the MPO and the Governor, the States will incorporate the TIP into the STIP without modification. The States will submit their STIP to the FHWA and the FTA for approval and provide copies to the MPO.

The MPO and States shall cooperatively develop all federal and state funded transportation projects on the state highway system in the MPO transportation management area for inclusion in MPO's TIP. The maintenance and operations program will be addressed in the TIP at a system level. The maintenance and operations program will be considered a planning estimate, reasonably expected to be available, but not a guarantee or specific commitment of maintenance dollars to be spent in the MPO.

The MPO will develop the process and timeline for project prioritization and selection for each TIP. The States will participate in the development, review and approval of the project prioritization and selection process.

When amending a TIP, the MPO will ensure that consistency with the current long range transportation plan and fiscal constraint are maintained. The States will review and comment on draft TIP amendments for consistency with the STIP and fiscal constraint.

The parties will report events that might have significant impact on the TIP as soon as they become known. These events or conditions include problems, delays, or adverse conditions that will materially affect the revenue, schedule or scope of a project. This disclosure will be accompanied by a statement of the action contemplated to resolve the situation.

The States, in cooperation with the MPO, will ensure all contract scopes for all projects using federal funds carried out within the boundaries of the MPO are consistent with the MPO's TIP. The States will provide budget reports on all open projects using federal funds carried out within the boundaries of the MPO upon request.

L. ANNUAL LISTING OF OBLIGATED PROJECTS

In cooperation with the States and Metro Transit, the MPO will develop an annual listing of obligated highway and transit projects requiring federal dollars from the preceding program year. The listing shall be consistent with information contained in the TIP.

M. CORRIDOR OR OTHER MAJOR STUDIES

The MPO may be the lead agency to conduct regional, multi-jurisdictional corridor or feasibility studies for roadways on the state highway system on behalf of the States after discussion with and agreement by the States.

The MPO is responsible for maintaining and updating the regional transportation model for all roadways within the MPO urbanized area. The States will provide existing traffic count information in the form of annual average daily traffic (AADT) volume for all state highways within the MPO urbanized area. This information shall be taken into account by the MPO for model calibration and as data input for transportation planning products, such as traffic flow maps. The regional transportation model shall be updated to include new census information that is developed and published every ten years by

the Census Bureau. The States shall review the MPO's model as it is being developed or updated to ensure model performance and consistency is achieved. The MPO, Metro Transit and States shall work cooperatively in the development, review and application of the regional transportation model.

The MPO and the States will coordinate in the traffic counting activities for roadways within the MPO urbanized area. Generally, NDOR will perform traffic counts for all roadways on the state highway system, including the interstate system within the State of Nebraska, while Iowa DOT performs counts on the local system. The MPO and the States agree that traffic counting services may be requested for roadways on the other entity's system. This service may be requested due to an entity's current staffing and workload conditions, or in cases where deadlines require this level of cooperation.

The MPO will participate or coordinate in all the States' transportation planning efforts within the MPO region. Additional transportation planning processes include but are not limited to:

- Public Hearing and Project Approval Process
- Corridor Study Process
- Updates/revisions to the State Highway Access Control Policy process;
and
- Project environmental reviews (Environmental Assessments,
Environmental Impact Statements, Categorical Exclusions, etc)

N. DISPUTE RESOLUTION

The MPO and the States' staff will make every attempt to resolve differences at the appropriate staff level and in a timely manner. Differences not resolved at the staff level will be addressed by the MPO executive director and each States' Director. Policy issues not settled at the States' Director level will be taken to the FHWA/FTA level for resolution.

O. AMENDMENT OR TERMINATION OF AGREEMENT

This MOA will be reviewed at least every four years. It may be amended, whenever deemed appropriate, by written agreement of both parties.

February 2014

The parties to this MOA may terminate it by a 60-day written notice to the other parties. If this occurs, the parties agree to consult further to determine whether the issues can be resolved and the agreement re-implemented in an amended form.

The undersigned parties hereby agree to the roles and responsibilities described above.

NEBRASKA DEPARTMENT OF ROADS



Director – State Engineer

3/11/14

Date

METROPOLITAN AREA PLANNING AGENCY



Executive Director

2-27-14

Date

IOWA DEPARTMENT OF TRANSPORTATION



Director, Office of Systems Planning

3-3-2014

Date

METRO TRANSIT



Executive Director

2-25-14

Date

Appendix L

MEMORANDUM OF AGREEMENT



FILE COPY

Between

TENNESSEE DEPARTMENT OF TRANSPORTATION

And

COMMONWEALTH OF VIRGINIA

RELATIVE TO MPO TRANSPORTATION PLANNING

For the

BRISTOL METROPOLITAN PLANNING ORGANIZATION

Introduction

The Bristol Urban Area Metropolitan Planning Organization (MPO) was established in 1982 under agreement with the Governors of the State of Tennessee and the Commonwealth of Virginia and the local governments representing the urbanized area. The Bristol MPO, in cooperation with the State Department of Transportation in Tennessee and the Commonwealth of Virginia, hereinafter referred to as the Commonwealth, is responsible for carrying out a “comprehensive, cooperative and continuing” transportation planning process in the urbanized area.

The Bristol MPO area consists of City of Bristol, Tennessee; the City of Bristol, Virginia, and certain surrounding areas of Sullivan County, Tennessee and Washington County, Virginia including the municipal jurisdiction of Bluff City, Tennessee.

A detailed description of the participants, as well as the transportation planning process and ensuing products of that process are detailed in the **Bristol MPO Prospectus**.

Purpose

On February 14, 2007, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) released the Statewide and Metropolitan Planning Final Rule (72 *Federal Register* 7224). The final rule revises planning regulations at 23 C.F.R., Part 450 and 49 C.F.R., Part 613 to reflect the many changes made by the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU).

Subpart C – Metropolitan Transportation Planning and Programming, Section 450.314 – Metropolitan Planning Agreements, Paragraph (e) of the *Final Rule* outlines requirements for agreements among states with bi-state MPOs. The rule requires that States, MPOs, and transit operators, where the boundaries of the urbanized area or metropolitan planning area extend across two or more states, to cooperatively determine their mutual responsibilities in carrying out the metropolitan planning process. Furthermore, those responsibilities are to be clearly identified in written agreements. The full text of this section is included as **Appendix A**.

This Memorandum of Agreement (MOA) between the Tennessee Department of Transportation and the Commonwealth is aimed at meeting that requirement.

General Provision

The State of Tennessee, through its Department of Transportation, shall be considered the lead state for the overall coordination of the Bristol MPO transportation planning process with respect to review, comment and approval of plans and programs. This determination is made because the majority of the urbanized area population, as defined by the U.S. Bureau of the Census, is within the State of Tennessee.

Transportation Planning Processes

- *Meetings of the Bristol MPO*

The Commissioner of the of Transportation for Tennessee and the Commonwealth of Virginia Secretary of Transportation shall designate an individual or individuals from their respective offices or departments

to serve as State transportation representatives on the MPO Executive Board and Executive Staff. The State transportation representatives shall be supported by the staff and other resources of their respective State transportation office. The affirmative vote of those representatives shall constitute the approval of the Governors with respect to plans, programs, and other matters brought before the Executive Board.

The representatives from the respective State transportation offices may be designated by specific individual or position within the organization. At the discretion and approval of the Executive Board of the Metropolitan Planning Organization, State elected officials may also serve on the Executive Board of the MPO.

- *Review, Comment and Approval of Plans, Programs and other Studies or Documents – General Provisions*

The MPO Transportation Coordinator/Executive Director (hereinafter referred to as “Coordinator”) shall be responsible for providing meeting notices, agendas, minutes, draft and final reports, studies and any other applicable documents to the respective State transportation representative for review, comment, and approval as necessary. Each State transportation representative shall be responsible for timely review and comment (not to exceed thirty (30) days), and those comments shall be submitted by paper or electronically to the Coordinator. The Coordinator shall be responsible for ensuring comments are addressed. Should comments from the respective State transportation representatives conflict, the Coordinator shall be responsible for convening a meeting of the Parties to resolve the issue(s). Such meetings may be done by the most reasonable and convenient means available, including but not limited to, in-person meetings, telephone conference calls, or electronic mail.

- *Coordination among MPO, States and Federal Highway Administration (FHWA) and Federal Transit Administration (FTA)*

The Coordinator shall be responsible for providing meeting notices, agendas, minutes, draft and final reports, studies and any other applicable documents to the respective State Divisional Offices of the

Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). FHWA and FTA review comments, questions, or corrective actions will be directed to the respective State transportation -representatives. The State transportation representative will ensure that all comments, questions, or corrective actions are relayed to the Coordinator.

- *State DOT Participation in Federal Certification Process*

The respective State transportation offices shall cooperatively and individually certify at least every four years that the metropolitan planning process is being carried out in accordance with all applicable requirements as outlined in the *Final Rule*, §450.334 - Self-certification and Federal certifications. The statement of that certification shall be included in the proposed Transportation Improvement Program (TIP) submitted to the FHWA and FTA as part of the State Transportation Improvement Program (STIP).

- *Coordination Regarding MPO Air Quality Agreements*

The respective State transportation offices shall cooperatively participate in any currently existing or future agreements regarding air quality conformity determinations of applicable plans and programs. Such participation will include, but not be limited to, providing necessary data (traffic numbers, financial information, etc.), reviewing and commenting on documents, participating in interagency consultation meetings and any other activities to enable the MPO to demonstrate conformity.

Transportation Planning Products

The respective State transportation offices will cooperatively and actively assist the MPO in the development of the following key planning documents to satisfy the requirements of the continuing transportation planning process. Assistance will include, but not be limited to, providing financial information, developing and submitting scopes of work for activities performed by State transportation offices staff on behalf of the MPO, providing technical assistance, coordinating technical training and assisting with public outreach activities as needed.

Furthermore, the State transportation offices will be actively engaged in the process to review, approve, adopt and amend the following documents (in addition to other plans and programs as necessary) on a routine basis as determined by state and federal transportation planning regulations and to meet State and Federal fiscal year deadlines:

Long-Range Transportation Plan

Transportation Improvement Program (TIP)**

Unified Planning Work Program (UPWP)**

Transportation Air Quality Conformity Report (If applicable)**

Public Participation Plan

Congestion Management Process Plan (If applicable)

Corridor or Sub Area Transportation Studies

Congestion Mitigation and Air Quality Annual Report (If applicable)

Bicycle and Pedestrian Plans

Annual List of Obligated Projects

**It is expressly understood that these documents may be subject to a state-mandated adoption date prior to the beginning of the Federal fiscal year (October 1). In such instances, the State transportation office with the earlier mandated adoption date will prevail. Early approval of TIPs in advance of the Federal fiscal year will allow for a partial approval of the STIP by FHWA and FTA in the respective States.

Liability

The Parties shall have no liability except as specifically provided in this MOA.

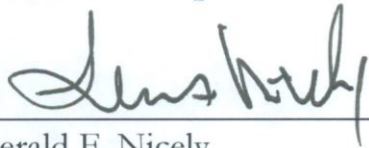
Memorandum of Agreement Modification and Termination

This MOA shall become effective on the date of the final signature and will remain in effect until such time both Parties mutually agree to modify or terminate the MOA.

The Parties may modify the MOA at any time by a written amendment executed by all Parties and after mutual consultation and agreement. The modification of the MOA will not affect any cooperative activities initiated prior to such modification unless the Parties agree otherwise in writing.

Either Party may terminate the MOA at any time by providing ninety days notice in writing to the other Party. The termination of the MOA will not affect any cooperative activities initiated prior to such termination unless the Parties agree otherwise in writing.

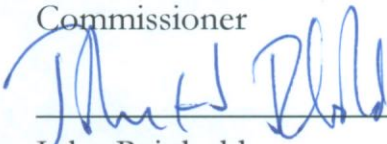
Tennessee Department of Transportation



Gerald F. Nicely
Commissioner

10/08/08

Date

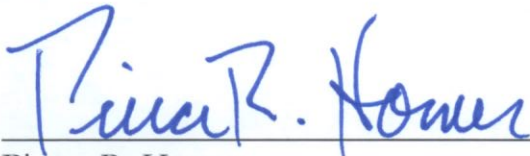


John Reinbold
General Counsel
Approved As To Form and Legality

10/8/08

Date

The Commonwealth of Virginia



Pierce R. Homer
Secretary of Transportation

9/17/08

Date

Bristol Metropolitan Planning Organization



MPO Executive Board Chair

JEFFREY J. BROUGHTON

10/3/08

Date

Appendix A
Statewide Transportation Planning; Metropolitan Transportation
Final Rule
Federal Register, Wednesday, February 14, 2007

§450.314 Metropolitan Planning Agreements.

(a) The MPO, the State(s), and the public transportation operator(s) shall cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process. These responsibilities shall be clearly identified in written agreements among the MPO, the State(s), and the public transportation operator(s) serving the MPA. To the extent possible, a single agreement between all responsible parties should be developed. The written agreement(s) shall include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the metropolitan transportation plan (see Sec. 450.322) and the metropolitan TIP (see Sec. 450.324) and development of the annual listing of obligated projects (see Sec. 450.332).

(b) If the MPA does not include the entire nonattainment or maintenance area, there shall be a written agreement among the State department of transportation, State air quality agency, affected local agencies, and the MPO describing the process for cooperative planning and analysis of all projects outside the MPA within the nonattainment or maintenance area. The agreement must also indicate how the total transportation-related emissions for the nonattainment or maintenance area, including areas outside the MPA, will be treated for the purposes of determining conformity in accordance with the EPA's transportation conformity rule (40 CFR part 93). The agreement shall address policy mechanisms for resolving conflicts concerning transportation-related emissions that may arise between the MPA and the portion of the nonattainment or maintenance area outside the MPA.

(c) In nonattainment or maintenance areas, if the MPO is not the designated agency for air quality planning under section 174 of the Clean Air Act (42 U.S.C. 7504), there shall be a written agreement between the MPO and the designated air quality planning agency describing their respective roles and responsibilities for air quality related transportation planning.

(d) If more than one MPO has been designated to serve an urbanized area, there shall be a written agreement among the MPOs, the State(s), and the public transportation operator(s) describing how the metropolitan transportation planning processes will be coordinated to assure the development of consistent metropolitan transportation plans and TIPs across the MPA boundaries, particularly in cases in which a proposed transportation investment extends across the boundaries of more than one MPA. If any part of the urbanized area is a nonattainment or maintenance area, the agreement also shall include State and local air quality agencies. The metropolitan transportation planning processes for affected MPOs should, to the maximum extent possible, reflect coordinated data collection, analysis, and planning assumptions across the MPAs.

Alternatively, a single metropolitan transportation plan and/or TIP for the entire urbanized area may be developed jointly by the MPOs in cooperation with their respective planning partners. Coordination efforts and outcomes shall be documented in subsequent transmittals of the UPWP and other planning products, including the metropolitan transportation plan and TIP, to the State(s), the FHWA, and the FTA.

(e) Where the boundaries of the urbanized area or MPA extend across two or more States, the Governors with responsibility for a portion of the multistate area, the appropriate MPO(s), and the public transportation operator(s) shall coordinate transportation planning for the entire multistate area. States involved in such multistate transportation planning may:

(1) Enter into agreements or compacts, not in conflict with any law of the United States, for cooperative efforts and mutual assistance in support of activities authorized under this section as the activities pertain to interstate areas and localities within the States; and

(2) Establish such agencies, joint or otherwise, as the States may determine desirable for making the agreements and compacts effective.

(f) If part of an urbanized area that has been designated as a TMA overlaps into an adjacent MPA serving an urbanized area that is not designated as a TMA, the adjacent urbanized area shall not be treated as a TMA. However, a written agreement shall be established between the MPOs with MPA boundaries including a portion of the TMA, which clearly identifies the roles

and responsibilities of each MPO in meeting specific TMA requirements (e.g., congestion management process, Surface Transportation Program funds suballocated to the urbanized area over 200,000 population, and project selection).