

**LAWRENCE-DOUGLAS COUNTY METROPOLITAN
PLANNING ORGANIZATION
REDESIGNATION AGREEMENT
FOR COOPERATIVE TRANSPORTATION PLANNING**

This Lawrence-Douglas County Metropolitan Planning Organization Redesignation Agreement for Cooperative Transportation Planning, hereinafter referred to as "Agreement," is entered into by and among the Secretary of Transportation, Kansas Department of Transportation, hereinafter referred to as "KDOT" or "Secretary," the City of Lawrence, Kansas, hereinafter referred to as the "City," and the Board of County Commissioners of Douglas County Kansas, hereinafter referred to as the "County," effective as of the date the Secretary or the Secretary's designee signs this Agreement. KDOT, the City, and the County collectively referred to as the "Parties."

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

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

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

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

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

WHEREAS, in 2008, the County, City, and KDOT re-designated the Lawrence-Douglas County Metropolitan Planning Organization to change its composition to primarily elected officials as encouraged by U.S.C. Title 23 laws and regulations; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901, et seq., enables local governmental units and state agencies to enter into cooperative agreements on a basis of mutual advantage; and

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

WHEREAS, the Lawrence-Douglas County Metropolitan Planning Organization and County, City, and KDOT desire to re-designate the MPO to change responsibilities detailed in the designation.

NOW THEREFORE BE IT MUTUALLY AGREED:

1. The purpose of this Agreement is for continuing, comprehensive, and cooperative decision-making regarding transportation planning for the Metropolitan Planning Area (MPA) in accordance with 23 U.S.C. § 134.
2. Pursuant to 23 C.F.R. § 450.310(h) the Secretary of the Kansas Department of Transportation (the Governor's designee for Title 23 matters) and the City (largest incorporated city in the MPA) and the County (both City and County are general purpose local governments representing at least 75 percent of the affected MPA population) agree to and hereby designate the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO), as established by this Agreement, as the MPO for the Lawrence-Douglas County urbanized area and sets its MPA as all of Douglas County including all incorporated cities in the County.
3. The L-DC MPO shall serve as the designated MPO under this Agreement, and this Agreement shall remain in effect, as long as federal law requires the designation of MPOs to carry out metropolitan transportation planning activities under 23 U.S.C. § 134, or until superseded by a new designation agreement per 23 C.F.R. 450 .310(g), or as otherwise provided by law.
4. The L-DC MPO is hereby established as a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, to have and use a corporate seal, and to do all other acts reasonably necessary to carry out the purposes of this Agreement, which as are necessary to carry out required transportation planning processes, subject to its approved budget and available funding.
5. The voting members of the L-DC MPO to serve as the forum for cooperative decision-making shall include:
 - a. Two (2) City Commissioners as selected by a majority vote of the City Commission at a regularly scheduled meeting (*Transit and Airport transportation are City Departments and therefore are represented by the City elected officials.*);

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- b. One (1) County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting;
 - c. Two (2) Lawrence-Douglas County Metropolitan Planning Commission members (one that was appointed by the Lawrence City Commission and one that was appointed by the Douglas County Board of County Commissioners) by a majority vote of the Planning Commission at a regularly scheduled meeting;
 - d. One (1) City Council member or the mayor from Baldwin City, Eudora, or Lecompton as mutually agreed upon by these named cities and as prescribed in the L-DC MPO Bylaws; and
 - e. One (1) representative from KDOT as appointed by the Secretary of Transportation.
6. The non-voting members of the L-DC MPO to serve as the forum for cooperative decision-making shall include:
- a. One (1) representative from the Federal Highway Administration (FHWA) Kansas Division Office selected by the Division Administrator;
 - b. One (1) representative from the Federal Transit Administration (FTA) Region 7 Office selected by the Regional Administrator;
 - c. One (1) representative from the University of Kansas selected by the KU Executive Vice Chancellor and Provost; and
 - d. One (1) elected official from the governing body of each of the small cities in Douglas County not presently represented on the L-DC MPO by a voting member.

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

- 7. Activities authorized under this Agreement will be reimbursed by KDOT through federal planning funds up to the maximum allowed by federal law and the balance (the nonfederal share) of financing will be provided by separate fiscal agreement(s) with local government member(s).
- 8. The L-DC MPO shall prepare an annual Unified Planning Work Program (UPWP) and budget in cooperation with transit providers, KDOT, FHWA, and FTA, and the budget shall be based on the financing provided in paragraph 7. All changes regarding the

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budget or expenditure of funds shall be approved by the L-DC MPO. The UPWP and budget must be approved by the L-DC MPO, KDOT, FHWA, and FTA.

9. The membership of the L-DC MPO and any of its sub-committees shall be reviewed following the adoption of new federal transportation legislation and any changes to the MPA. Revisions shall be made to this agreement as needed to remain consistent with state and federal law.
10. The staff services of the L-DC MPO, as provided for in the approved annual UPWP, shall be performed by the City of Lawrence. The relationship of the L-DC MPO and its staff to the City (MPO host agency) may be explained further and/or clarified in the annual UPWP and/or other MPO approved documents as needed.
11. The Finance Director of the City is designated as the custodian and disbursing agent of the L-DC MPO budget. A L-DC MPO fund shall be set-up and maintained by the City. These fiscal management services are necessary because the Consolidated Planning Grant (CPG) funds are provided to L-DC MPO on a reimbursement basis.
12. A cooperative agreement between the L-DC MPO, the City, the County, and KDOT shall be completed within six (6) months of the MPO re-designation. The agreement will include a process for conducting periodic reviews of the L-DC MPO operations, L-DC MPO staff services, and L-DC MPO financial management system.
13. The L-DC MPO shall approve all bylaws governing L-DC MPO operations to carry out the transportation planning requirements. This includes the bylaws for the L-DC MPO as well as its subcommittees including the Technical Advisory Committee. Bylaws for the L-DC MPO shall be updated and approved by the L-DC MPO within six (6) months of the enactment of this Agreement. Those bylaws shall specify L-DC MPO meeting requirements, formation process for L-DC MPO subcommittees, and other items needed to assist the L-DC MPO with carrying out the 3-C (continuing, comprehensive, cooperative) regional transportation planning process in the MPA. All bylaws, and amendments thereto, approved by the L-DC MPO are to be consistent with this Agreement.
14. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the City and the County and their successors in office.
15. This Agreement is intended to create no substantive rights or responsibilities for anyone, whether or not a party to this Agreement, over and above those created and conferred by federal or state law.

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16. With this re-designation and any future re-designation, any property owned by the former MPO shall be transferred to the new MPO. Upon revocation, any property owned by the MPO will be disposed of in accordance with state and federal law when applicable or as otherwise agreed to by the parties to this Agreement.
17. Upon this Agreement taking effect, the 2008 designation of the L-DC Metropolitan Planning Organization is revoked.
18. The parties shall execute this Agreement and submit it to the Attorney General of the State of Kansas for approval. Thereafter, the parties shall file one duplicate original of this Agreement with the Register of Deeds of Douglas County, Kansas, and thereafter, with the Secretary of State, all in accordance with K.S.A. 12-2904 and 12-2905, and amendments thereto. This Agreement shall become effective upon the earlier of the approval of the Attorney General or, if not sooner disapproved, 90 days after submission to the Attorney General, and that date shall be inserted on page 1 of this Agreement.

(This space is intentionally left blank.)

IN WITNESS WHEREOF, the City, County, and KDOT have caused this Agreement to be signed by their duly authorized representatives as of the effective date.

ATTEST:

City Clerk

03/04/2025

(Date)

CITY OF LAWRENCE, KANSAS:

Mayor

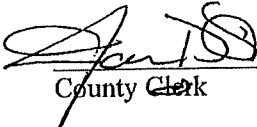
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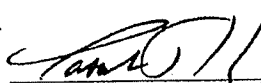


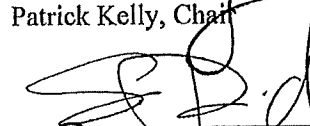
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ATTEST:

DOUGLAS COUNTY, KANSAS:
Board of County Commissioners

 2/27/2025
County Clerk (Date)
(SEAL)

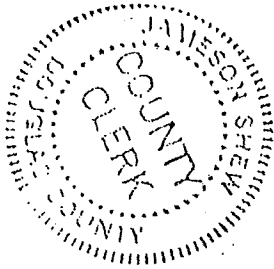

Patrick Kelly, Chair


Shannon Reid, Vice Chair


Erica Anderson, Member



Gene Dorsey, Member


Karen Willey, Member



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KANSAS DEPARTMENT OF
TRANSPORTATION

 3/11/2025
Calvin E. Reed, P.E. (Date)
Secretary of Transportation


Approved as to form:

Form Approved	
By	LAD 03/07/2025
Legal Dept. KDOT	

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APPROVED PURSUANT TO
K.S.A. §12-2904

OFFICE OF THE ATTORNEY GENERAL
OF THE STATE OF KANSAS



Kris W. Kobach
Attorney General

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