

**WAMPO REDESIGNATION AGREEMENT
FOR COOPERATIVE TRANSPORTATION PLANNING
2013**

This Agreement is entered into by and among the Secretary of Transportation of the state of Kansas and the undersigned parties, to be effective as of the __ day of _____, 2013.

WHEREAS, in 1978 the Governor of Kansas designated the Metropolitan Area Planning Commission ("MAPC") as the Metropolitan Planning Organization ("MPO") for the greater Wichita urbanized area; and

WHEREAS, in 2007 through the Wichita Area Metropolitan Planning Organization Redesignation Agreement for Cooperative Transportation Planning, the Wichita Area Metropolitan Planning Organization ("WAMPO") Transportation Policy Body ("TPB") was established as a separate legal entity and was designated as the new MPO for the greater Wichita metropolitan area; and

WHEREAS, expansion of the Metropolitan Planning Area Boundary ("MPAB") in response to the 2010 U.S. Census of the Population has been approved by the TPB, and the Kansas Department of Transportation ("KDOT"); and

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

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

WHEREAS, the purpose of this Agreement is for continuous, comprehensive, and cooperative metropolitan transportation planning process for the MPAB in accordance with 23 U.S.C. § 134.

NOW THEREFORE BE IT MUTUALLY AGREED:

Article 1. ORGANIZATION

1.1 Name of the Organization

The name of the organization continued through this Agreement shall be the Wichita Area Metropolitan Planning Organization ("WAMPO"). WAMPO shall be synonymous with the Metropolitan Planning Organization ("MPO") for the greater Wichita metropolitan area, as designated by the Governor of the State of Kansas.

1.2 Purpose

WAMPO is to serve as the designated MPO and to manage the continuing, comprehensive, and cooperative transportation planning process mandated by federal law as identified in 23 C.F.R. 450 and State regulations as identified in the annual Consolidated Planning Grant ("CPG") Agreement between WAMPO and KDOT.

The purpose shall be achieved through preparation and adoption of comprehensive and technical physical development and service plans; studies and reports; dissemination of information; provision of technical, advisory, and administrative services; review of proposed planning and development or service programs and projects; and provision of a forum for fair and impartial decision-making for transportation issues.

1.3 Redesignation

Pursuant to 23 C.F.R. 450.310, the Secretary of Transportation, (the Governor's designee for Title 23 matters), and units of general purpose local government that together represent at least 75 percent of the existing MPAB population (including the City of Wichita which is the largest incorporated city), hereby designate, WAMPO, as established by this Agreement, as the MPO for the greater Wichita metropolitan area.

1.4 Legal Entity

WAMPO is hereby established as a separate legal entity by the member jurisdictions, 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 necessary to carry out required transportation planning processes, subject to its approved budget and available funding.

1.5 Governance

WAMPO shall be governed by the Transportation Policy Body ("TPB").

1.6 Adjustments to the Metropolitan Planning Area Boundary

Upon an affirmative vote of two-thirds (2/3) of the WAMPO TPB members in "Good Standing," and approval by the Governor of Kansas or designee, the MPAB may be adjusted to reflect urbanized growth over the course of time.

1.7 Bylaws

Procedures and responsibilities of the TPB shall be established and maintained through the *Wichita Area Metropolitan Planning Organization Transportation Policy Body Bylaws* ("Bylaws").

The Bylaws shall at a minimum include TPB voting representatives, TPB appointments, TPB terms of office, voting procedures, roles and responsibilities of TPB officers, meeting time and day, and accommodations for special TPB meetings. In the case of any conflict between this Agreement and the Bylaws, this Agreement shall control.

1.8 Real and Personal Property

With this re-designation and any future re-designation, any property owned by the former MPO shall be transferred to the new MPO. Upon revocation of the MPO, any property owned by the MPO will be disposed of in accordance with federal law when applicable and as agreed to by the Parties in accordance with Article 5, Section 5.4 of this Agreement.

1.9 Continuation

WAMPO shall serve as the designated MPO under this Agreement until such time as a new MPO is formally redesignated in accordance with the method described in 23 C.F.R. 450.310 or as otherwise provided by law.

Article 2 MEMBERSHIP - SERVICES

2.1 Member Jurisdictions

Member Jurisdictions ("Jurisdictions") are those municipalities; counties, or parts thereof; and special purpose governmental agencies that are located within the MPAB. Every Jurisdiction may attend all meetings of the TPB, advisory committees, project advisory groups, or other bodies called to service by the TPB. All Jurisdictions may request technical and advisory services from WAMPO.

2.2 Jurisdictions in Good Standing

TPB voting privileges shall be restricted to Jurisdictions in "Good Standing" with WAMPO. Jurisdictions in "Good Standing" are those that currently meet their obligation to provide financial support for WAMPO, pursuant to the Fiscal Agreement among WAMPO and its member Jurisdictions ("Fiscal Agreement").

Article 3 MEMBERSHIP- VOTING

3.1 Voting Representatives

The TPB shall consist of voting representatives from Jurisdictions in "Good Standing" and other voting and non-voting representatives, as designated by this Agreement, the Fiscal Agreement, or the TPB Bylaws.

Voting members of the WAMPO TPB are:

- Four (4) City of Wichita elected officials or their designated alternate(s), as appointed by Wichita City Council;
- Four (4) Sedgwick County elected officials, or their designated alternate(s) as appointed by the Sedgwick County Board of County Commissioners;
- Two (2) KDOT representatives appointed by the Kansas Secretary of Transportation;

- One (1) Sedgwick County Association of Cities (“SCAC”) elected official or designated alternate representing Jurisdictions in “Good Standing” under 2,000 population; and
- One (1) elected official or designated alternate each for all other Jurisdictions in “Good Standing” over 2,000 population.

3.2 Non-Voting Representatives

The ex-officio and/or non-voting members of the TPB shall include at minimum:

- One (1) representative from the Federal Highway Administration (“FHWA”) Kansas Division Office selected by the Division Administrator;
- One (1) representative from the Federal Transit Administration (“FTA”) Region 7 Office selected by the Regional Administrator; and
- One (1) representative from any Jurisdiction determined by the TPB to be not in “Good Standing” pursuant to the Fiscal Agreement.

3.3 Membership Changes

The TPB may include elected officials or their designee(s), and may include other representatives as required. As per 23 C.F.R. 450.310(l), any revisions to the composition of the TPB, which do not make a substantial change in the proportion of voting members on the existing MPO, may be incorporated into the Bylaws.

3.4 Alternate Representatives

Each Jurisdiction in “Good Standing” may designate an official alternate or alternates to represent the Jurisdiction on the TPB. Procedures for appointing an alternate representative are identified in the WAMPO TPB Bylaws.

Article 4 AUTHORITY

4.1 General Authority

The TPB shall:

- 1) Establish work programs and budgets for its operation in compliance with federal law;
- 2) Establish fees and assessments, in accordance with the Fiscal Agreement, to be paid by Jurisdictions to fund its operations;
- 3) Establish policies, goals, and objectives to guide the operations of the TPB and WAMPO staff;
- 4) Establish and adopt operating bylaws for the TPB and its committees;
- 5) Appoint advisory committees and boards to assist the TPB and its committees;
- 6) Hire, supervise, and dismiss the position of MPO Director; and
- 7) Designate both voting and non-voting members to the Technical Advisory Committee, and other subcommittees of WAMPO as set forth through this Agreement, the Fiscal Agreement, and the TPB Bylaws.

4.2 Funds

With regard to use of Funds, the TPB shall:

- 1) Designate an official depository for the receipt, deposit, and disbursement of its own funds and state, federal, and other money entrusted to WAMPO; to solicit and receive funds from governmental and nongovernmental agencies and organizations; to contract with a

designated Fiscal Agent to provide for a fiscal accounting and record system and to provide for an annual audit thereof, and to invest idle funds; and

- 2) Use these funds to provide for its operation and the continuation of its services, for operating and capital expenses incurred by WAMPO, and for meeting local match requirements.

4.3 Fiscal Agent

The TPB may designate a Fiscal Agent and through a separate agreement with the Fiscal Agent identify the financial, operational, and administrative responsibilities of both WAMPO and the Fiscal Agent.

4.4 Personnel, Property, and Equipment

The TPB may recruit, hire, and maintain staff and personnel to assist the committees of TPB; provide for legal counsel to advise and assist TPB and its committees; lease or acquire office and other space necessary for the normal functions of WAMPO; acquire and hold title to and to lease equipment and other property, and provide for appropriate insurance, compensation and bonding coverage for protection of personnel, property, funds, and records of WAMPO or of other governmental or non-governmental agencies or organizations entrusted to WAMPO.

4.5 Contract Authority

The TPB may contract with member and non-member general and special purpose units of government, boards, agencies, commissions, and authorities for the provision of planning and administrative services; contract with state, federal, and private agencies or organizations for technical or financial participation in planning and administrative programs and projects; and contract with consulting firms and professional organizations for technical and professional services.

4.6 Other Authority

TPB shall exercise other powers consistent with the purposes of WAMPO as prescribed in this Agreement, federal and states rules, regulations, and guidance, or other powers provided that such powers may also be legally and independently exercised by each general purpose unit of government.

4.7 Constraints on Authority

WAMPO does not have the authority, except under contract with such jurisdiction, to exercise administrative authority over any member jurisdiction, other than to conduct planning studies for or within that jurisdiction. WAMPO does not have authority to levy taxes.

Article 5 FINANCING

5.1 Annual Budget

The TPB shall adopt an annual budget for WAMPO operations in conjunction with the approval of the annual Unified Planning Work Program ("UPWP"). The annual budget will be based on the adopted UPWP and be for the calendar year of the succeeding year.

5.2 Federal Appropriations for Annual Budget

The manner of financing for the activities authorized under this Agreement is through the reimbursement by KDOT of federal transportation planning funds as identified annually in a Consolidated Planning Grant ("CPG") Agreement between WAMPO and KDOT. KDOT will reimburse WAMPO the eligible federal share of authorized UPWP expenditures, with the balance (the non-federal participation) to be provided by WAMPO Jurisdictions.

5.3 Local Assessments for Annual Budget

Local assessments for normal WAMPO operations and activities will be provided to WAMPO by Jurisdictions based on the Fiscal Agreement. In the case of any conflict between the Redesignation Agreement and the Fiscal Agreement, the Redesignation Agreement shall control.

5.4 Dissolution

In the event of complete dissolution of WAMPO, except as otherwise required by federal or state laws, all WAMPO property, which was not acquired with federal funds, will be sold and the proceeds from such sale will be combined with the current WAMPO cash assets to determine total cash assets of WAMPO. Any reimbursements due to the federal or state governments as per Federal and State regulations will be subtracted from the available cash assets. All remaining cash assets of WAMPO shall be distributed to the respective Jurisdictions in "Good Standing." The share of total cash assets to be distributed to each Jurisdiction shall be according to the ratio of the current equity record of each respective member jurisdiction to the total equity of all the Jurisdictions. Any WAMPO property on hand acquired with federal funds will be transferred to the successor MPO.

ARTICLE 6 EFFECTIVE DATE

6.1 Binding Agreement

This Agreement and all contracts and or agreements entered into under the provisions of this Agreement shall be binding upon the Jurisdictions of the undersigned signatories.

6.2 Duration

Upon the effective date, this Agreement shall remain in effect as long as federal law requires the designation of MPOs to carry out metropolitan planning activities under 23 U.S.C. § 134, or until superseded by a new redesignation agreement, or upon revocation by the parties in accordance with the method described in 23 CFR 450.310, or as otherwise provided by law.

6.3 Attorney General Approval

Those Jurisdictions wishing to attest to this agreement and KDOT (together as 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 original of this Agreement with the Register of Deeds of Sedgwick County, 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 (the "Effective Date").

6.4 Supersession of Prior Agreement

Upon this Agreement taking effect, the 2007 designation of the WAMPO TPB as the MPO is revoked. Any action taken by the WAMPO TPB as the designated MPO before the Effective Date of this Agreement shall remain valid and continue in full force and effect until amended or nullified by the action of the redesignated MPO.

6.5 Authority to Execute/Counterparts

Each of the Parties to this Agreement represents and warrants it has authority to execute this Agreement. This Agreement may be executed in at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this ____ day of _____, 20__, by

Michael S. King
Secretary of Transportation
Kansas Department of Transportation

APPROVED AS TO FORM AND AS IS COMPATIBLE WITH THE LAWS OF THE STATE

Office of the Attorney General _____ (date)

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IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed by their duly authorized officers.

APPROVED this 12 day of June, 2013, by the Board of County Commissioners of Sedgwick COUNTY, KANSAS

Name (Printed): James B. Skelton,
Chairman
Sedgwick County Board of County Commissioners

APPROVED AS TO FORM:

ATTEST:



Name (Printed): Richard A. Fuson
County Counselor

Name (Printed): Kelly B. Arnold
County Clerk

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