

**Flint Hills Metropolitan Planning Organization  
DESIGNATION AGREEMENT  
FOR COOPERATIVE TRANSPORTATION PLANNING**

This Flint Hills Metropolitan Planning Organization Designation Agreement for Cooperative Transportation Planning (this Agreement) is entered into by and among the Kansas Department of Transportation (KDOT), the City of Manhattan, Riley County, Pottawatomie County, City of Junction City and Geary County (collectively referred to as the "Parties"), effective as of the 25<sup>th</sup> day of February, 2013.

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 City of Manhattan was directed in 2012 to create a Metropolitan Planning Organization (MPO) containing the Manhattan urbanized area to carry out a continuous and comprehensive transportation planning process in cooperation with the Kansas Department of Transportation; and

WHEREAS, in 2013 the Governor of Kansas designated the Flint Hills Metropolitan Planning Organization (Flint Hills MPO) for the Manhattan urbanized area; 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 the Parties desire to enter into this Agreement pursuant to said act; 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, Riley County, Pottawatomie County, Geary County, the City of Manhattan, the City of Junction City, and the Kansas Department of Transportation desire to designate the Flint Hills MPO as the MPO for the Manhattan urbanized area.

NOW THEREFORE BE IT MUTUALLY AGREED:

1. 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), Riley County, Pottawatomie County, the City of Manhattan (Central City), the City of Junction City, and Geary County, which are the affected

local units of government representing at least 75% of the entire population in the Metropolitan Planning Area (MPA) boundary, agree to and hereby designate the Flint Hills Area Metropolitan Planning Organization (Flint Hills MPO) as the MPO for the Manhattan urbanized area. The Parties further desire to create the Flint Hills MPO Transportation Policy Board (Board) as the governing body of the Flint Hills MPO. The Parties hereby establish the MPA boundary as described on Exhibit A, attached hereto and incorporated herein by reference. Subject to the approval of the Governor of Kansas or designee, the Board shall have the authority to modify and amend the MPA boundary pursuant to the procedures established in the *Transportation Policy Board Bylaws* to reflect urbanized growth over the course of time and when so modified and amended it shall be deemed to replace Exhibit A without written amendment to this Agreement.

2. This Agreement shall remain in effect as long as federal law requires the designation of MPOs to carry out metropolitan transportation planning activities under 23 U.S.C. § 134, or until superseded by a new designation agreement per 23 C.F.R. § 450.310(f), or as otherwise provided by law.
3. The Flint Hills MPO shall be a separate legal entity, with the power to sue or be sued, to enter into contracts, to hold title to real and personal property, to have and use a corporate seal, and to do all other acts reasonably necessary to carry out the purposes of this Agreement. The Parties shall not be deemed to have any legal relationship to the Flint Hills MPO nor any responsibility for the actions, or omissions, of the Flint Hills MPO.
4. The Flint Hills MPO shall be governed by the Board, and the voting members of the Board, to serve as the forum for cooperative decision-making, shall include:
  - a. 1 City of Manhattan Commissioner as selected by a majority vote of the City Commission at a regularly scheduled meeting, to serve at the pleasure of the City Commission;
  - b. 1 Riley County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
  - c. 1 Pottawatomie County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
  - d. 1 City of Junction City Commissioner as selected by a majority vote of the City Commission at a regularly scheduled meeting, to serve at the pleasure of the City Commission;
  - e. 1 Geary County Commissioner as selected by a majority vote of the County Commission at a regularly scheduled meeting, to serve at the pleasure of the County Commission;
  - f. 1 representative from KDOT as appointed by the Secretary of Transportation, to serve at the pleasure of the Secretary; and,
5. The non-voting members of the Board shall include:
  - a. 1 representative from the Federal Highway Administration (FHWA) Kansas Division Office selected by the Division Administrator;

- b. 1 representative from the Federal Transit Administration (FTA) Region 7 Office selected by the Regional Administrator; and
  - c. 1 representative from Fort Riley selected by the Garrison Commander.
  - d. 1 representative from any voting local jurisdiction, as identified in paragraph 4 above, determined by the Board to be a non-contributing member pursuant to the Fiscal Agreement.
6. Actions of the Board regarding financial decisions shall be governed by the following:
- a. All budget-related decisions regarding MPO core work products (those activities required by federal law or the activities that support the development of those products) using the Jurisdictions' local match, shall be subject to the following:
    - 1) These actions shall require approval by a 2/3 vote of the total votes of the Board; and,
    - 2) The votes of the Board members shall be weighted, as follows:
      - a) The City of Manhattan representative shall have three (3) votes;
      - b) The City of Junction City representative shall have two (2) votes; and
      - c) All other representatives shall have one (1) vote.
  - b. Financial decisions relating to non-core work products, which are activities that are elective and are not needed to complete the MPO core work products, shall be subject to the following:
    - 1) These actions shall require approval by a 7/9 vote of the total votes of the Board; and,
    - 2) The votes of the Board members shall be weighted as set forth above.
7. In addition to the appointment of the individual to serve as a member of the Board, each of the above jurisdictions may also appoint an individual to serve as an alternate member and such person shall so serve whenever the primary appointment is unable to be present at meetings.
8. As per 23 C.F.R. § 450.310(I), any revisions to the composition of the Board, which do not make a substantial change in the proportion of voting members on the Board, may be incorporated into the bylaws.
9. The purpose of this Agreement is for cooperative decision-making regarding transportation planning for the MPA boundary in accordance with 23 U.S.C. § 134.
10. The manner of financing for the activities authorized under this Agreement is through the reimbursement by KDOT of Federal planning funds for the federal share of authorized Unified Planning Work Program expenditures, with the balance (the nonfederal share) to be provided for by the other parties to this Agreement (the "Locals") as described in a separate Fiscal

Agreement. Local assessments for Flint Hills MPO operations and activities will be provided to Flint Hills MPO by the Locals based on the Fiscal Agreement between Flint Hills MPO and the Locals. In the case of any conflict between this Designation Agreement and the Fiscal Agreement, this Designation Agreement will control.

11. The Board shall be responsible for the preparation of an annual Unified Planning Work Program and budget for the Flint Hills MPO, based on the financing provided in paragraph 10. Any change regarding the budget or expenditure of Flint Hills MPO funds shall be approved by the Board in accordance with the Fiscal Agreement.
12. The membership of the Board and any of its sub-committees will be reviewed following the adoption of any new federal transportation legislation and following any changes to the MPA boundary.
13. The staff services of Flint Hills MPO, as provided for in the annual Unified Planning Work Program shall be performed by the Flint Hills MPO staff under the direction of the Board. The Flint Hills MPO shall be solely responsible for the hiring, retention, supervision, discipline, training, termination, acts and omissions of its staff. The Board may choose to provide such services through a contractual relationship with the Flint Hills Regional Council or other independent agency.
14. The Board may designate a Fiscal Agent and through a separate agreement with the Fiscal Agent identify the financial, operational, and administrative responsibilities of both Flint Hills MPO and the Fiscal Agent.
15. The Board shall approve all bylaws governing the Flint Hills MPO operations to carry out the transportation planning requirements. This includes the bylaws for the Board as well as its subcommittees. Bylaws for the Board shall be created and approved by the Board within six (6) months of the enactment of this Agreement. Those bylaws shall specify Board meeting requirements, formation process for Flint Hills MPO subcommittees, and other items needed to assist the Flint Hills MPO with carrying out the 3-C (continuing, comprehensive, cooperative) regional transportation planning process. All bylaws approved by the Board are to be consistent with this Agreement. Until such time as bylaws for the Board are approved, the KDOT representative on the Board shall serve as Chairman and manage the Board meetings.
16. The Board shall enter into such agreements on behalf of the Flint Hills MPO with any entities as are necessary to carry out required transportation planning processes, subject to its approved budget and available funding.
17. It is further understood that this Agreement shall be binding upon the Secretary of Transportation, the City of Manhattan, Riley County, Pottawatomie County, Geary County, and the City of Junction City and their successors in office.
18. This Agreement is not intended to create any 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.
19. Upon the Effective Date, this Agreement shall remain in effect as long as federal law requires the designation of an MPO to carry out metropolitan planning activities under 23 U.S.C. § 134,


or until superseded by a redesignation agreement, or upon revocation by the Parties in accordance with the method described in 23 C.F.R. § 450.310, or as otherwise provided by law.

20. Upon any future redesignation of a new MPO, any property owned by the Flint Hills MPO shall be transferred to the new MPO. Upon revocation of the designation, any property owned by the Flint Hills MPO will be disposed of in accordance with federal law when applicable or as otherwise agreed to by the Parties to this Agreement.
21. Each of the Parties to this Agreement represents and warrants they have authority to execute this agreement. This Agreement may be executed in two or more counterparts, and each executed counterpart shall be effective as a complete document.
22. 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 an original of this Agreement with the Register of Deeds of Riley County, Kansas; Register of Deeds of Pottawatomie County, Kansas; and Register of Deeds of Geary 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 (the "Effective Date").

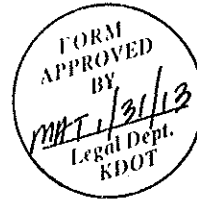
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IN WITNESS WHEREOF, the Cities, Counties, and KDOT have caused this Agreement to be signed, on this and following pages, their duly authorized officers.

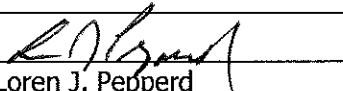
APPROVED THIS 1st DAY OF February 2013, BY THE KANSAS DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
Michael S. King  
Secretary of Transportation  
Kansas Department of Transportation


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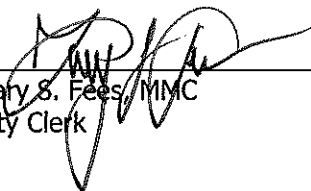
APPROVED THIS 8TH DAY OF JANUARY, 2013, BY THE GOVERNING BODY OF THE CITY OF MANHATTAN, KANSAS.

  
\_\_\_\_\_  
Loren J. Pepperd  
Mayor  
City of Manhattan

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bill Raymond  
City Attorney

ATTEST:

  
\_\_\_\_\_  
Gary S. Fees, MMC  
City Clerk

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APPROVED THIS 10th DAY OF January 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF RILEY COUNTY, KANSAS

ah D J  
Name (Printed): Alvan D. Johnson  
Chairman  
Riley County Board of County Commissioners

APPROVED AS TO FORM:

Clancy Holman  
Name (Printed): Clancy Holman  
County Counselor

ATTEST:

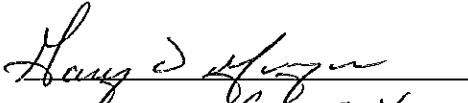
Rich Vargo  
Name (Printed): Rich Vargo  
County Clerk



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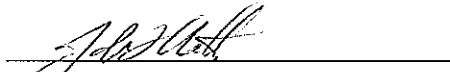


APPROVED THIS 7 DAY OF JAN 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF POTTAWATOMIE COUNTY, KANSAS



Name (Printed): GARY D. YENSEN  
Chairman  
Pottawatomie County Board of County Commissioners

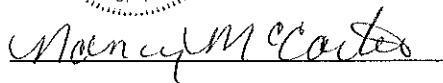
APPROVED AS TO FORM:



Name (Printed): John D. Watt  
County Counselor



ATTEST:



Name (Printed): Nancy McCarter  
County Clerk

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APPROVED THIS 14 DAY OF January 2013, BY THE BOARD OF COUNTY COMMISSIONERS OF GEARY COUNTY, KANSAS

*Florence C. Whitebread*

Name (Printed): Florence C Whitebread  
Chairman  
Geary County Board of County Commissioners



APPROVED AS TO FORM:

*Steven L. Opat*

Name (Printed): Steven L. Opat.

County Counselor

ATTEST:

*Rebecca Bossemeyer*

Name (Printed): Rebecca Bossemeyer

County Clerk

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APPROVED THIS 15th DAY OF January 2013, BY THE GOVERNING BODY OF THE CITY OF JUNCTION CITY, KANSAS

Pat Landes  
Name (Printed): Pat Landes  
Mayor  
City of Junction City



APPROVED AS TO FORM:

Catherine Logan  
Name (Printed): Catherine Logan  
City Attorney

ATTEST:  
Tyler Ficken  
Name (Printed): Tyler Ficken  
City Clerk

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

Derek Schmidt  
Attorney General

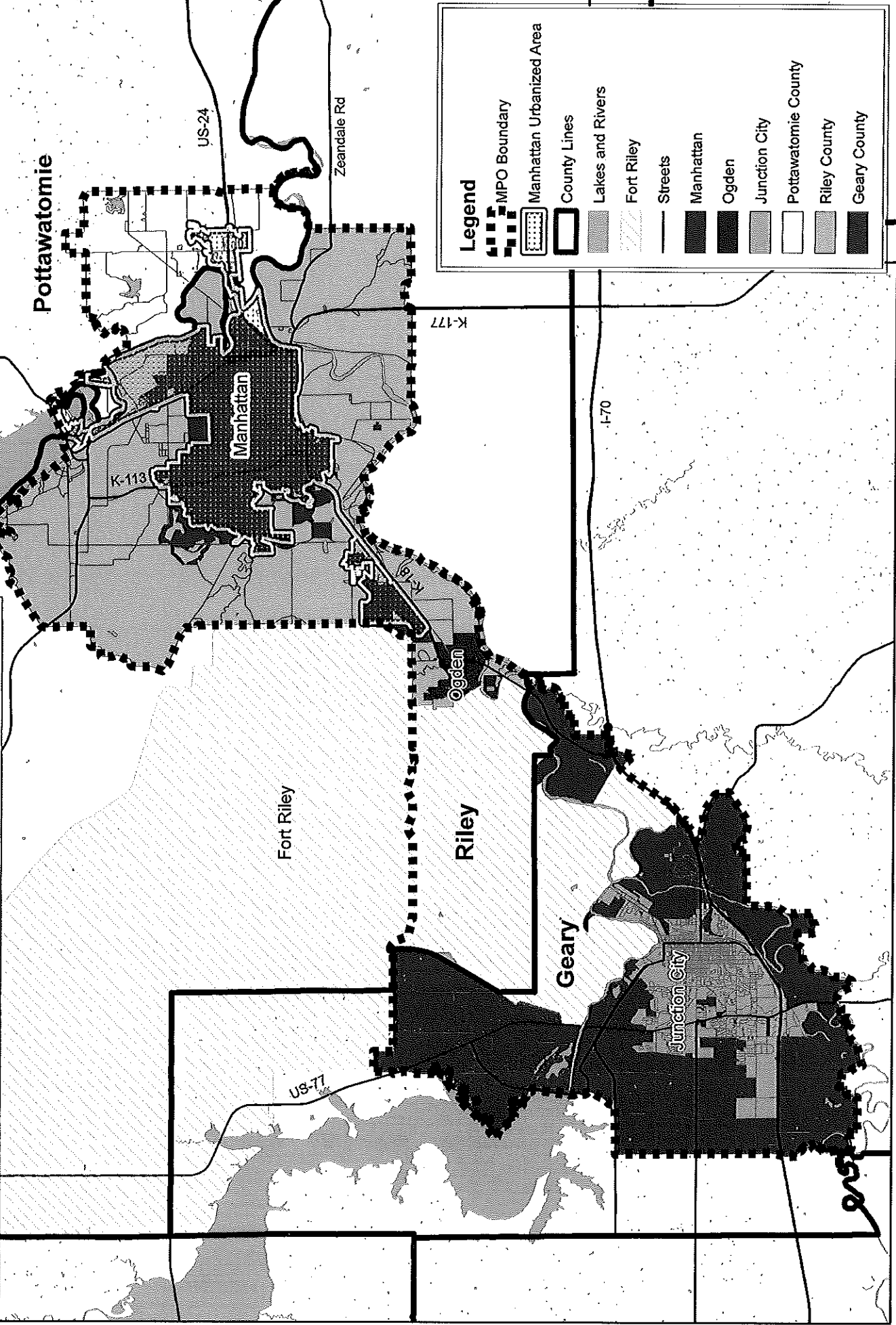
by Lisa A. Mendez 2/25/13  
Assistant Attorney General (date)

**OFFICE OF THE ATTORNEY GENERAL OF THE STATE OF KANSAS**

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# Flint Hills Metropolitan Planning Organization Metropolitan Planning Area Boundary



**Legend**

- MPO Boundary
- Manhattan Urbanized Area
- County Lines
- Lakes and Rivers
- Fort Riley
- Streets
- Manhattan
- Ogden
- Junction City
- Pottawatomie County
- Riley County
- Geary County