

**MEMORANDUM OF UNDERSTANDING
CONCERNING TRANSPORTATION PLANNING
FOR THE
COLUMBIA, MISSOURI METROPOLITAN PLANNING ORGANIZATION**

Identifying the Continuing, Cooperative, and Comprehensive Transportation Planning Roles and Responsibilities for the City of Columbia, the County of Boone, and the Missouri Department of Transportation as planning partners in the Metropolitan Planning Organization (MPO) for the Columbia, Missouri Metropolitan Area, known as the Columbia Area Transportation Study Organization (CATSO), for the purpose of cooperative urban multimodal transportation planning for the metropolitan area.

WHEREAS, Federal legislation requires that a continuing, cooperative, and comprehensive transportation planning process including all modes of travel be carried on cooperatively between the State and urbanized areas of over 50,000 in population to qualify for federal assistance in transportation projects in such areas (Title 23 U.S.C. Section 134 and Title 49 U.S.C. Section 5303); and,

WHEREAS, the City of Columbia, the County of Boone, and the Missouri Department of Transportation wish to ensure continuity in the continuing, cooperative, and comprehensive transportation planning process for the Columbia, Missouri Metropolitan Area;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Section 1. Procedure

The City of Columbia, the County of Boone, and the Missouri Department of Transportation shall promote continuing, cooperative, and comprehensive transportation programs and will strive for consistency in plans and policies for the transportation system in the Columbia Metropolitan Area in accordance with the provisions of this MEMORANDUM OF UNDERSTANDING, recognized transportation planning procedures, applicable federal regulations and the cooperatively developed annual planning work program.

Section 2. Organizational Structure

The organizational structure of CATSO consists of two permanent committees: the Coordinating Committee and Technical Committee. The Coordinating Committee is the policy making governing body and provides a forum for cooperative decision-making for the transportation planning process. The Technical Committee is a working committee under the direction of the Coordinating Committee composed of persons concerned with the planning, design and operation of the transportation system.

Since its establishment, City of Columbia staff has performed the administrative functions of CATSO.

Section 3. CATSO Roles and Responsibilities

The City of Columbia shall act as contractor for CATSO planning funds and provide staff support to CATSO as identified in the annual UPWP approved by the Coordinating Committee.

Information from the UPWP, including socio-economic data, land use data, progress reports, technical reports and any other pertinent work, will be available to all CATSO members.

CATSO staff has the following general responsibilities:

- A. Provide staff support to the Coordinating, Technical and ad hoc committees.
- B. Review and report on items on the agenda(s) for the Coordinating and Technical Committees.
- C. Coordinate the activities (administrative and otherwise) for the development and maintenance of the LRTP, UPWP, TIP (and amendments), PPP, ITS and the Coordinated Public Transit-Human Services Transportation Plan.
- D. Coordinate the development and maintenance of the ADA/TitleVI/EJ/LEP policy plan.
- E. Submit quarterly performance reports.
- F. Prepare and submit for approval the annual report summarizing obligated funds for projects in the TIP.
- G. Update the MPO boundary as appropriate.
- H. Provide input on the MoDOT Functional Classification Map for the Columbia area.
- I. Perform any other administrative duties as required by the Coordinating and Technical Committees.

Section 4. Missouri Highways and Transportation Commission and the Missouri Department of Transportation Roles and Responsibilities

The Missouri Department of Transportation may provide assistance in the transportation planning process and the development of alternative plans, existing and future travel data, and technical reports, including, but not limited to:

- A. Cooperate with the other parties to this agreement in the development of the UPWP, assist in identifying task/budget/schedule information used for the development of the UPWP, and submit the UPWP to the FHWA and the FTA for approval.
- B. Participate in the activities and meetings of the CATSO Coordinating and Technical Committee on a regular basis and assist CATSO staff and Coordinating and Technical Committee members in their respective transportation planning activities and responsibilities.
- C. Cooperate with the other parties to this agreement in the development of amendments and administrative modifications to the TIP.
- D. Prepare the STIP to update all MoDOT sponsored projects to be funded and implemented in the CATSO metropolitan planning area for the subsequent five fiscal years in accordance with federal guidelines; incorporate all CATSO TIP amendments in the STIP by reference without modification.
- E. Cooperate with other parties to this agreement in the development of the LRTP and, with input and mutual agreement from CATSO, identify and prioritize needs, set investment priorities, and provide a framework for decision making for the purpose of implementing the LRTP.
- F. Provide CATSO with a long-range forecast of expected state and federal transportation revenues for the metropolitan area to support the development of the financial plan for the LRTP and TIP.
- G. Assist and collaborate with CATSO to meet the Federal requirements under Title VI, Limited English Proficiency, Americans with Disabilities Act, and Environmental Justice.

- H. Assist CATSO staff in the development of an annual listing of obligated projects.
- I. Provide routinely collected transportation data to CATSO for the metropolitan area.

Section 5. Bylaws

Membership, purpose, operations, and procedures of CATSO are outlined in bylaws established by the Coordinating Committee.

Section 6. Severability

Unless otherwise specified herein, this agreement constitutes the entire agreement between all parties and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between all parties with respect to this Memorandum of Understanding. If any part of this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Section 7. Assignment

The City of Columbia, the County of Boone, the Missouri Highways and Transportation Commission and the Missouri Department of Transportation shall not assign any interest in this Memorandum of Understanding, and shall not transfer any interest in the same (whether by assignment or novation).

Section 8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

Section 9. Periodic Review of the MOU

This MOU will be reviewed periodically to ensure that it articulates current roles and responsibilities of the planning partners. This MOU will be assessed in the year following each federal certification review of the region's MPO 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.

Section 10. Miscellaneous Provisions

This MOU is intended to not create any substantive rights or responsibilities for any party to this agreement over and above those created and conferred by federal law.

It is hereby expressly agreed that no third party beneficiaries are intended to be created by this MOU, nor do the parties herein authorize anyone not a party to this MOU to maintain a suit for damages pursuant to the terms or provisions of this MOU.

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.



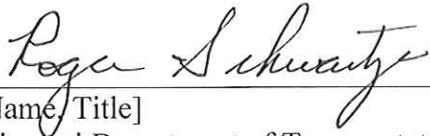
[Name, Title]
City of Columbia

Date: 8/20/10



[Name, Title]
Boone County

Date: 9/2/10



[Name, Title]
Missouri Department of Transportation

Date: 08/26/10

Secretary to the Commission
Missouri Highways and Transportation Commission

Date: _____

Approved as to Form:

[Name, Title]
Commission Counsel

Date: _____

Acronyms:

ADA	Americans with Disabilities Act
CATSO	Columbia Area Transportation Study Organization
EJ	Environmental Justice
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
ITS	Intelligent Transportation System
LEP	Limited English Proficiency
LRTP	Long Range Transportation Plan
MoDOT	Missouri Department of Transportation
MOU	Memorandum of Understanding
MPO	Metropolitan Planning Organization
PPP	Public Participation Plan
STIP	Statewide Transportation Improvement Program
TIP	Transportation Improvement Plan
UPWP	Unified Planning Work Program
U.S.C.	United States Code