

# MEMORANDUM OF UNDERSTANDING



## JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION

ADOPTED: FEBRUARY 2008

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**Joplin Area Transportation Study Organization**  
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## **JOPLIN AREA TRANSPORTATION STUDY ORGANIZATION MEMORANDUM OF UNDERSTANDING CONCERNING TRANSPORTATION PLANNING FOR THE JOPLIN, MISSOURI METROPOLITAN PLANNING ORGANIZATION**

This Memorandum of Understanding is hereby entered into by the City of Joplin, the City of Carl Junction, the City of Webb City, the County of Jasper, the County of Newton, the Harry S Truman Coordinating Council, and the Missouri Highways and Transportation Commission.

WHEREAS, Federal legislation requires that a continuing and comprehensive transportation planning process including all modes of travel be carried on cooperatively between the State and urbanized areas of over 50,000 population to qualify for federal assistance in transportation projects in such areas (23 U.S.C. 134,49, U.S.C. 1602-4); and,

WHEREAS, the City of Joplin, the City of Carl Junction, the City of Webb City, the County of Jasper, the County of Newton, the Harry S Truman Coordinating Council, and the Missouri Highways and Transportation Commission wish to ensure continuity in the comprehensive and coordinated urban transportation planning process for the Joplin, Missouri environs.

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

### **Section 1. Establishment of Organization**

The City of Joplin, the City of Carl Junction, the City of Webb City, the County of Jasper, the County of Newton, the Harry S Truman Coordinating Council, and the Missouri Highways and Transportation Commission do hereby approve and enter into this MEMORANDUM OF UNDERSTANDING for the establishment of a Metropolitan Planning Organization (MPO) for the Joplin, Missouri Urbanized Area, which shall be known as the **Joplin Area Transportation Study Organization (JATSO)** for the purpose of cooperative urban multimodal transportation planning for the metropolitan area.

### **Section 2. Procedure**

The City of Joplin, the City of Carl Junction, the City of Webb City, the County of Jasper, the County of Newton, the Harry S Truman Coordinating Council, and the Missouri Highways and Transportation Commission will proceed 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 to carry out the purposes of this agreement.

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## **Section 3. Organizational Structure**

In April 1971, the State of Missouri and the cities of Joplin and Webb City agreed to participate in a continuing, comprehensive, and cooperative transportation planning process for the Joplin Area Transportation Study Organization. The 1983 Memorandum of Understanding established the organization pursuant to Section 134 of Chapter 1 of Title 23 U.S.C. for the JATSO. Since its establishment, the City of Joplin has performed the administrative functions of the JATSO.

The transportation planning activities of the JATSO are concentrated within the metropolitan planning area boundary in Jasper and Newton Counties, also known as the Joplin Metropolitan Area. Most of the JATSO population resides within the incorporated limits of the cities of Joplin, Webb City, and Carl Junction.

The organizational structure of the JATSO consists of a Policy Board. The Policy Board is the policy making governing body and provides a forum for cooperative decision-making for the transportation planning process.

## **Section 4. Policy Board**

The Policy Board is composed of elected and appointed officials of local government entities and providers of transportation in the metropolitan area. This Board provides the forum for cooperative decision making and has the following responsibilities:

1. Approve goals and objectives of the transportation planning process.
2. Review and approve the Unified Planning Work Program (UPWP).
3. Review and adopt the Transportation Improvement Program (TIP), including project priorities and approve changes in the priority schedules.
4. Review and adopt the Long-Range Transportation Plan (LRTP) and its revisions.
5. Ensure the efficient and effective use of Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) funds.
6. Serve as liaison between various governmental units in the study area to obtain optimum cooperation of all governmental units in implementing various elements of the plan.
7. Ensure citizen participation in the transportation planning process through proactive policy.

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## **Membership - Voting Members**

There shall be twelve (12) voting members on the Policy Board, comprised as follows:

- A. Joplin: Six (6) voting members shall be appointed to represent the City of Joplin.
- B. Webb City: One (1) voting member shall be appointed to represent the City of Webb City.
- C. Carl Junction: One (1) voting member shall be appointed to represent the City of Carl Junction.
- D. Jasper County: One (1) voting member shall be appointed to represent Jasper County.
- E. Newton County: One (1) voting member shall be appointed to represent Newton County.
- F. Harry S Truman Coordinating Council: One (1) voting member shall be appointed from the Harry S Truman Coordinating Council. The Harry S Truman Coordinating Council shall be considered the representative of those cities, towns, and villages within the metropolitan planning area not individually represented on the Policy Board.
- G. Missouri Highways and Transportation Commission: One (1) voting member shall represent the Missouri Highways and Transportation Commission through the Missouri Department of Transportation, Southwest District.

## **Ex Officio Members**

The following representatives shall be designated as ex officio (non-voting) members of the Policy Board:

- A. Two (2) representatives of Missouri Department of Transportation, Central Office.
- B. One (1) representative of Federal Highway Administration.
- C. One (1) representative of Federal Transit Administration.
- D. One (1) representative from the freight industry within the metropolitan planning area boundary.

## **Appointment to the Policy Board and Terms**

- A. Appointment to the Policy Board shall be made by the respective governing bodies of each participating jurisdiction, except as otherwise specified.
- B. Ex Officio Members: Ex Officio Members shall be appointed by their respective organizations, except as otherwise specified.

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- C. Ex Officio member: The freight representative shall be appointed by the Policy Board.
- D. Alternates: Each board member may designate an alternate to vote on their behalf.
- E. Additional voting and ex officio (non-voting) members shall be appointed as is deemed essential or necessary by the Policy Board.

## **Section 5. Ad hoc Committee**

Ad hoc committees may be appointed by the Policy Board as needs arise. Such committees shall have a specific charge and operate for a defined period of time.

## **Section 6. Consensus on Data Used**

The entities that comprise the Policy Board will meet, review, and determine the data to be used or derived for the purpose of comprehensive and coordinated transportation planning for the Joplin metropolitan area in order to eliminate duplication of effort and provide a means for sharing information of mutual interest.

## **Section 7. Local Financial Allocation**

The financial obligation to support the JATSO is 80 percent federal funds and 20 percent local matching funds. The City of Joplin shall provide 100 percent of the local matching funds unless otherwise agreed upon by the Policy Board.

## **Section 8. Staff Support and Responsibilities**

In order to carry out the responsibilities of the JATSO, the Chairperson of the Policy Board may schedule meetings of the Policy Board and ad hoc committees. The Chairperson of the Policy Board may also assign tasks to JATSO staff.

The City of Joplin shall act as contractor for the JATSO planning funds and provide staff support to the JATSO as identified in the annual UPWP approved by the Policy Board. 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 members.

The JATSO has the following general responsibilities:

- A. Provide staff support to the Policy Board and ad hoc committees.
- B. Review and report on items on the agenda(s) for the Policy Board and the ad hoc committees.

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- C. Coordinate the activities for the development and maintenance of the LRTP and the TIP.
- D. Perform the administrative duties necessary to insure that the UPWP is effectively and efficiently completed in a timely manner.
- E. Coordinate the planning activities contained in the UPWP.
- F. Receive and review all bills from agencies with which the JATSO has contracted to perform studies listed in the UPWP.
- G. Submit requests for reimbursement to the appropriate federal and state agencies for work performed according to the UPWP.
- H. Report quarterly progress of the UPWP tasks to the Policy Board.
- I. Prepare and submit for approval an annual budget for work outlined in the UPWP.
- J. Prepare and submit for approval the annual report summarizing the progress on the UPWP.
- K. Prepare and submit applications for federal assistance in transportation planning.
- L. Perform any other administrative duties as required by the Policy Board.

## **Section 9. Assistance from the Missouri Department of Transportation**

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.

## **Section 10. Bylaws**

Membership, purpose, operations, and procedures of the Policy Board are outlined in Bylaws established by the Policy Board.

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## **Section 11. 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 12. Assignment**

The City of Joplin, the City of Carl Junction, the City of Webb City, the County of Jasper, the County of Newton, the Harry S Truman Coordinating Council, and the Missouri Highways and Transportation Commission, 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 13. Applicable Law**

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

*[Remainder of Page Intentionally Left Blank]*

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**CITY OF JOPLIN, MISSOURI**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City of Joplin this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

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## **CITY OF CARL JUNCTION, MISSOURI**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City of Carl Junction this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

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## **CITY OF WEBB CITY, MISSOURI**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City of Webb City this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number: \_\_\_\_\_

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## **HARRY S TRUMAN COORDINATING COUNCIL**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Harry S Truman Coordinating Council this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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## **COUNTY OF JASPER, MISSOURI**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Jasper County this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_  
Presiding Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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## **COUNTY OF NEWTON, MISSOURI**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by Newton County this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_  
Presiding Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Commission this \_\_\_\_ day of \_\_\_\_\_, 2008.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

Approved as to Form:

\_\_\_\_\_  
Commission Counsel