

**MEMORANDUM OF AGREEMENT BETWEEN  
KENTUCKY TRANSPORTATION CABINET,  
CITY OF ASHLAND,  
AND  
KYOVA INTERSTATE PLANNING COMMISSION;  
METROPOLITAN TRANSPORTATION PLANNING PROCESS**

This Memorandum of Agreement (MOA), made and entered into by and between the KYOVA Interstate Planning Commission (hereinafter referred to as the MPO), the City of Ashland (hereinafter referred to as the CITY), and the Kentucky Transportation Cabinet (hereinafter referred to as KYTC), which are collectively hereinafter referred to as the AGENCIES,

**WITNESSETH**

**WHEREAS**, the MPO is the designated metropolitan planning organization for the Kentucky portion of the Huntington-Ashland-Ironton urbanized area; and

**WHEREAS**, the CITY is a provider of public transit serving the metropolitan planning area (MPA); and

**WHEREAS**, 23 C.F.R. §450.314 requires the MPO(s), state(s), and providers of public transportation serving an MPA to cooperatively determine their mutual responsibilities in carrying out the metropolitan planning process and identify those responsibilities in written agreements,

**NOW THEREFORE**, the AGENCIES hereby agree as follows:

**Section 1. Geographic Scope:** As of the effective date of this MOA, the Kentucky portion of the MPA for the Huntington-Ashland-Ironton urbanized area includes all of Boyd and Greenup Counties. The Kentucky portion of the MPA may be expanded in the future, to the extent necessary to encompass the minimum MPA required by the Code of Federal Regulations, without requiring an amendment to this MOA. The MPO is responsible for carrying out the provisions of 23 U.S.C. §134 for the Kentucky portion of the MPA, which is hereinafter referred to as the MPO area.

**Section 2. Performance-Based Transportation Planning & Programming:** The MPO will carry out a performance-based metropolitan transportation planning process for the MPO area in cooperation and consultation with KYTC and the CITY. Performance measures will be tracked and reported in accordance with applicable laws and regulations.

The AGENCIES mutually agree to share available data related to performance measurement and target setting with each other, subject to the policies and procedures of each

agency and any restrictions on the data. Examples of such data include but are not limited to traffic counts, travel times/speeds, socioeconomic data, transit ridership data and infrastructure condition measures. KYTC will normally collect any data required for its state asset management plan for the National Highway System. If KYTC requests the MPO to collect data for the state asset management plan, the data collection process will be determined cooperatively with the MPO.

KYTC will notify the MPO upon the establishment and/or modification of statewide targets for performance measures required by the Code of Federal Regulations. The MPO will plan and program projects that contribute to the achievement of KYTC's statewide targets and/or commit to quantifiable targets. Any quantifiable targets to which the MPO chooses to commit will be approved by the MPO within the timeframe established by the Code of Federal Regulations and reported to KYTC upon approval. If the MPO does not report a quantifiable target for a performance measure to KYTC, it will be understood that the MPO agrees to plan and program projects so that they contribute toward the accomplishment of KYTC's target for that performance measure. Performance to be used in tracking progress toward attainment of critical outcomes will be reported in the Metropolitan Transportation Plan.

**Section 3. Participation Plan:** In compliance with all applicable laws and regulations, the MPO will maintain a Participation Plan which outlines a formal public involvement process, including public notice and comment periods. The MPO will follow the Participation Plan as a part of all metropolitan transportation planning initiatives and will update the Participation Plan as needed.

**Section 4. Metropolitan Transportation Plan (MTP):** In cooperation and coordination with KYTC, the CITY, and other agency partners, the MPO will develop and maintain a financially reasonable MTP in compliance with all applicable laws and regulations.

The MPO will select an initial list of projects to include in the MTP in consultation with KYTC, the CITY, and other agency partners. The initial list of MTP projects will be confirmed, supplemented or revised based on public input received during the public comment period as specified in the MPO's Participation Plan. The MPO will receive and address all comments and include documentation in the final MTP.

KYTC and the CITY will provide the MPO with sufficient details, including location, description and cost for projects that they have proposed or endorsed for inclusion in the MTP

and may, at their discretion, provide the MPO with cost estimates for projects proposed by the MPO or other agency partners.

At the request of the MPO, KYTC will provide the following information to the MPO:

- Preliminary system-level estimates of costs necessary to adequately operate and maintain the Federal-aid highway system within the MPO area.
- State and federal funds estimated to be available for highway construction and maintenance within the MPO area for each year within the time horizon covered by the MTP.
- Estimated construction cost inflation rate over the time horizon covered by the MTP.

The MPO will prepare necessary amendments and/or administrative modifications to the MTP that will include project location and description, cost estimates, and impact on fiscal constraint, if applicable. Amendments and administrative modifications will follow the procedures outlined in the MPO's Participation Plan.

**Section 5. Transportation Improvement Program (TIP):** In cooperation and coordination with KYTC, the CITY, and other agency partners, the MPO will develop, approve, and maintain a TIP. The TIP will be consistent with, and updated at least at the frequency required by, all applicable laws and regulations.

The TIP will explicitly demonstrate fiscal constraint for projects using funds dedicated to the urbanized area(s) served by the MPO. For projects using other state and/or federal funds, fiscal constraint will be determined at the state level and demonstrated in the Statewide TIP.

At the request of the MPO, KYTC will provide cost estimates for projects proposed or endorsed by KYTC. KYTC may, at its discretion, provide cost estimates for projects proposed by other agencies. The MPO will amend or modify the TIP as needed to include new projects and/or changes to existing projects.

**Section 6. Annual Listing of Obligated Projects:** Following the end of each fiscal year, the MPO will develop an Annual Listing of Obligated Projects for the fiscal year in accordance with all applicable laws and regulations. KYTC will provide information to the MPO on funds obligated under 23 U.S.C. for the MPO area. The MPO will obtain information on funds obligated under 49 U.S.C. Chapter 53 from available sources such as transit agencies and will prepare an annual listing of obligated projects. The MPO will provide the annual listing of obligated projects to KYTC in time for KYTC to submit the listing to United States Department of Transportation by the federal deadline.

**Section 7. Unified Planning Work Program:** The MPO will prepare a Unified Planning Work Program (UPWP) based on anticipated funding levels. The MPO will submit a copy to all applicable parties for review and determination of eligibility, in accordance with schedules and document routing requirements established by KYTC. The MPO will coordinate with KYTC, the CITY, and other agency partners to determine appropriate work tasks and funding levels to include in the UPWP.

The MPO will coordinate with the CITY in the development and submittal of the FTA 5303 application. The MPO will be responsible for providing the local match to FTA 5303 funds unless otherwise negotiated.

**Section 8. Transit Coordination:** The MPO will coordinate with the CITY and other transit providers on matters related to public transportation as they pertain to the metropolitan transportation planning process and to ensure that transit-related projects are included in the TIP.

**Section 9. Dispute Resolution:** Any disputes between the AGENCIES not resolved by the terms of this MOA, which cannot be resolved between the staffs of the AGENCIES and/or MPO committee members, shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky or his duly authorized representative, whose decision shall be final. The Federal Highway Administration, Federal Transit Administration and any other relevant agencies will be consulted throughout the dispute resolution process, as needed, and their input will be taken into consideration in attempting to resolve disputes.

**Section 10. Effective Date:** The effective date of this MOA is the date by which all required parties have signed the MOA.

**Section 11. Termination and Modification:** It is the intent of the AGENCIES to carry out the metropolitan transportation planning process on a continuing basis. This MOA will remain in effect until terminated or replaced by a new MOA. Any agency subject to this MOA may withdraw from the MOA by giving thirty (30) days written notice to all other agencies subject to the MOA. In the event that an agency withdraws from this MOA, the rights and responsibilities of the remaining agencies will remain unchanged with respect to each other until this MOA is amended or replaced.

In the event that this MOA requires modification for any reason, the required modifications may be accomplished through the execution of a letter modification or supplemental agreement between all agencies subject to this agreement.

This MOA may be replaced with a new MOA at any time upon the written consent of all remaining signatory agencies. In the event that this MOA is replaced with a new MOA, this MOA will become null and void when the new MOA goes into effect.

**Section 12. Applicable Laws:** This MOA shall be in accordance with the laws of the United States Department of Transportation, Federal Highway Administration, Federal Transit Administration, the United States of America, and the Commonwealth of Kentucky.

**IN TESTIMONY WHEREOF,** the parties have hereto caused this MOA to be executed upon signature by their proper officers and representatives:

**KYOVA INTERSTATE  
PLANNING COMMISSION**

**COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**

\_\_\_\_\_  
**POLICY COMMITTEE CHAIRPERSON**

\_\_\_\_\_  
**SECRETARY, TRANSPORTATION  
CABINET**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**CITY OF ASHLAND**

**APPROVED AS TO FORM & LEGALITY**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**OFFICE OF LEGAL SERVICES  
TRANSPORTATION CABINET**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_