

**Agreement between the City of Kingsport / Kingsport Metropolitan
Transportation Planning Organization (MTPO)
and the LENOWISCO Planning District Commission (PDC)**

WITNESSETH

THIS AGREEMENT, is made by and between the City of Kingsport, acting as the cognizant agency for the Kingsport Metropolitan Transportation Planning Organization, hereinafter referred to as the MTPO, and the LENOWISCO Planning District Commission, hereinafter referred to as the PDC.

WHEREAS, the MTPO is the designated Metropolitan Planning Organization (MPO) for the Kingsport urban area in Tennessee and Virginia and is responsible for carrying out a comprehensive, cooperative, and continuing transportation planning process; and

WHEREAS, a portion of the MTPO Urban Area (UA) and Metropolitan Planning Area (MPA) extends from Tennessee into Virginia within the PDC coverage area and the MTPO and PDC receive Federal Highway Administration (FHWA) metropolitan planning (PL) funds through the Virginia Department of Transportation (VDOT) to conduct planning activities in that area; and

WHEREAS, the MTPO is empowered to serve as the lead planning and programming agency for its UA and MPA, and to this end the MTPO and the PDC agree to jointly carry out an ongoing continuing, cooperative, and comprehensive multimodal transportation planning process that fully considers the planning factors required by applicable laws and regulations; and

WHEREAS, that MTPO and PDC are permitted to enter into this agreement which establishes interlocal cooperation as such is explicitly authorized by Tenn. Code Ann. § 12-9-104 and Va. Code Ann. §§ 15.2-4205, 15.2-4214, both parties being political subdivisions of their respective jurisdictions and the powers exercised hereunder MTPO and PDC each possess individually; and

WHEREAS, 23 CFR § 420.117(a) requires that VDOT shall monitor all activities performed by its staff or by sub-recipients with FHWA planning and research funds, as dispersed by VDOT, to ensure that the work is being managed and performed satisfactorily and that time schedules are being met.

NOW THEREFORE, it is agreed as follows:

AGREEMENT

Article 1. Agreement Period

- A.** This agreement is effective beginning July 1, 2024. The MTPO and PDC shall not continue their obligations under this agreement if the Governors' designation of the MPO is withdrawn, if federal funds cease to become available, or if the agreement is terminated.
- B.** This agreement shall be reviewed every five (5) years or as needed, such as when a new transportation funding bill is passed by the United States Congress, and/or when new federal regulations are published by FHWA, by the respective agencies' signatories, or their applicable designees or proxies. If all terms and conditions of this agreement remain viable and no amendment to the existing agreement or a new agreement is required, the agreement will auto renew annually.
- C.** All parties to this agreement shall comply with applicable local, state, and federal requirements necessary to carry out the provisions of this agreement.
- D.** Either party may terminate this agreement for convenience by providing a 180-day written notice. The written notice must be sent to the other party with copies issued to VDOT and the Tennessee Department of Transportation (TDOT). If a party terminates this agreement, the terminating party forfeits their portion of Virginia FHWA PL funds and any carryover funds. At the end of the fiscal year in

which this agreement is terminated, this agreement will become null and void and 100% of the Virginia FHWA PL funds for the Kingsport MTPO/LENOWISCO PDC area will go to the remaining party.

Article 2. Responsibilities of the MTPO and PDC

- A. Virginia FHWA PL funds will be shared at a split of 70% to the PDC and 30% to the MTPO. Any unused funds will remain with the MTPO/PDC as programmed and will carryover according to VDOT’s process. If the base amount or available funding changes, regardless of increase or decrease, the split will remain the same (70% PDC / 30% MTPO).
- B. Virginia FHWA PL funds will be used to carry out tasks as defined in the prevailing approved and active Unified Planning Work Program (UPWP).
- C. Continue to provide separate quarterly invoices and progress reports to VDOT according to VDOT’s process.
- D. Document annual planning activities in a UPWP to indicate who will perform the work, the schedule for completing the work, and all products or deliverables that will be produced, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds.
- E. Use funds to develop and maintain a comprehensive regional transportation planning program in conformity with the requirements of 23 U.S.C. § 134, and 49 U.S.C. § 5303.
- F. Develop, adopt, and periodically review a Long-Range Transportation Plan (LRTP), a Transportation Improvement Program (TIP), and a Unified Planning Work Program (UPWP) for the MPA, consistent with applicable federal laws.
- G. Develop, adopt, and periodically review other transportation planning documents as deemed appropriate (plans, programs, studies, etc.).
- H. Assemble and maintain an adequate, competent staff with the knowledge and experience necessary to perform all appropriate MTPO/PDC activities as required by law.
- I. Acquire, forecast, and maintain appropriate socio-economic, roadway, and travel data on a timely basis, in cooperation with VDOT.
- J. Prepare all required plans, programs, reports, and data, and obtain all required certifications in a timely manner.

THIS AGREEMENT IS EXECUTED by the City of Kingsport, acting as the cognizant agency for the Kingsport MTPO, and the LENOWISCO PDC.

City of Kingsport

LENOWISCO PDC

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Title

Title

Date

Date