

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street, Omaha  
(402) 444-6866

BOARD OF DIRECTORS MEETING  
Thursday, May 26, 2016  
1:30 p.m.

AGENDA

This meeting of the Metropolitan Area Planning Agency Board of Directors will be conducted in compliance with the Nebraska Statutes of the Open Meeting Act. For reference, the Open Meeting Act is posted on the wall of the Board Room.

- A. ROLL CALL / INTRODUCTIONS
- B. BOARD MINUTES of the April 28, 2016 meeting. (ACTION) [Item B](#)
- C. FINANCE COMMITTEE MINUTES of the May 18, 2016 meeting. (ACTION) [Item C](#)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
  - 1. Executive Director’s Report
    - a. Monthly Report [Item D.1.a](#)
  - 2. Heartland 2050 Report
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA –

Any individual item may be removed by a Board Member for special discussion and consideration. Unless there is an exception, these items will be approved as one with a single vote of the Board of Directors.

- 1. FY 2016 YEAR END BUDGET REVISION – (ACTION)
  - a. Line Item Budget Amendment [Item F.1.a](#)
  - b. UPWP Revision [Item F.1.b](#)
- 2. TRAVEL – (ACTION)
  - a. Economic Development Conference, Denver, CO – July 31, 2016 – August 3, 2016 – Michael Felschow & Grant Anderson – \$3,232 [Item F.2.a](#)

3. FY 2017 GENERAL INSURANCE RENEWAL – (ACTION) [Item F.3](#)

The Board will consider renewal of MAPA's current Business Owner's Package, workers compensation, directors and officers, commercial auto and crime bond insurance.

G. OLD BUSINESS

1. CONTRACT AMENDMENTS – (ACTION)

a. Olsson Associates – Sarpy County Transit Plan Budget Amendment [Item G.1.a](#)

2. FY 2017 BUDGET SCHEDULE – (ACTION)

The Board will consider approval of the FY 2017 Budget and Resolution 2016 – 16.

a. Funds Budget [Item G.2.a](#)

b. Line Item Budget [Item G.2.b](#)

c. Program Budget [Item G.2.c](#)

d. Final Draft FY 2017 Work Program (UPWP) [Item G.2.d](#)

e. Authorization for Director to approve UPWP and PL agreement. [Item G.2.e](#)

3. FY 2016 – 2019 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #11 – (ACTION)

The Board will consider approval of amendments to the FY 2016 - 2019 TIP. [Item G.3](#)

H. NEW BUSINESS

1. NEW CONTRACTS – (ACTION)

a. JEO – Mills County Comp Plan - \$14,100 [Item H.1.a](#)

b. HDR On-Call Travel Demand Modeling - \$25,000 [Item H.1.b](#)

c. Douglas County GIS - \$82,000 - Federal; \$35,260 – Match; 5% Admin Fee [Item H.1.c](#)

d. Omaha Public Works - \$63,000 – Federal; \$27,090 – Match; 5% Admin Fee [Item H.1.d](#)

e. Omaha Planning - \$60,000 – Federal; \$25,800 – Match; 5% Admin Fee [Item H.1.e](#)

f. Sarpy County - \$65,000 – Federal; \$27,950 – Match; 5% Admin Fee [Item H.1.f](#)

g. Pottawattamie County GIS - \$35,000 – Federal; \$15,050 – Match; 5% Admin Fee [Item H.1.g](#)

h. Metro Transit - \$98,000 – Federal; \$42,000 – Match; 5% Admin Fee [Item H.1.h](#)

2. HEARTLAND 2050 COMMUNICATIONS (up to \$20,000) – (ACTION) [Item H.2](#)

The Board will consider authorizing the Executive Director to contract with a firm to assist with the educational communications and materials related to the Heartland 2050 Action Steps.

3. DRAFT FY 2017 – 2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) – (ACTION) [Item H.3](#)

Staff will present for approval the Draft FY 2017 – 2020 TIP and request 30-Day public review period.

4. PROJECT CASE REVIEW – (ACTION)

The Board will consider commenting on the following cases from Nebraska Department of Environmental Quality (NDEQ).

- a. Case 2016-03 NDEQ – Nebraska Department of Environmental Quality (NDEQ) – Water Supplemental Monitoring [Item H.4.a](#)
- b. Case 2016-04 NDEQ – Nebraska Department of Environmental Quality (NDEQ) – Water 319 Grant – Nonpoint Source Management Program [Item H.4.b](#)

5. ELECTION OF OFFICERS – (ACTION)

As specified in the Interlocal Agreement, the FY 2017 Chair and Vice-Chair of the MAPA Board of Directors will be elected. They will take office July 1, 2016.

I. ADDITIONAL BUSINESS

J. DISCUSSION

K. ADJOURNMENT

**Future Meetings:**

Finance Committee: Wednesday, June 22, 2016

Board of Directors: Thursday, June 30, 2016

Council of Officials Luncheon – Wednesday, July 13, 2016 – Bass Pro Shop  
Uncle Buck’s Fishbowl & Grill Restaurant, Council Bluffs, Iowa  
Speaker – Council Bluffs Police Chief, Tim Carmody

Heartland 2050 Summer Summit – August 2, 2016  
7:30 a.m. – 12:00 p.m. at the Harper Center, Creighton University

\* Individuals interested in addressing the MAPA Board of Directors during the Public Comment period about agenda items should identify themselves by name and address before speaking. Individuals interested in addressing the MAPA Board of Directors regarding non-agenda items must sign the request to speak list located in the Board Room prior to the beginning of the meeting.

Requests to speak may also be made to MAPA in writing by regular U.S. mail or email ([mapa@mapacog.org](mailto:mapa@mapacog.org)) provided that requests are received by close of business on the day prior to the meeting. Speakers will be limited to three minutes. The presiding officer shall have authority to limit discussion or presentation by members and non-members of the Board of Directors or to take other appropriate actions necessary to conduct all business in an orderly manner.



**OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
BOARD OF DIRECTORS REGULAR MEETING**

Minutes  
April 28, 2016

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairman Kohn called the meeting to order at 1:35 p.m.

**A. ROLL CALL/INTRODUCTIONS**

Members/Officers Present

Clare Duda	Douglas County Commissioner
Ben Gray	Omaha City Council
Tom Hanafan	Pottawattamie County Board of Supervisors
Doug Kindig	NE Small Cities/Counties Representative (Mayor, City of La Vista)
Ron Kohn	IA Small Cities/Counties Representative (Mills County Board of Supervisors)
Tom Richards	Sarpy County Commissioner
Rita Sanders	Mayor, City of Bellevue
Jean Stothert (arrived @1:37 p.m.)	Mayor, City of Omaha

Members/Officers Absent

Patrick Bloomingdale	MAPA Secretary/Treasurer, Douglas County
Matt Walsh (arrived @1:45 p.m.)	Mayor, City of Council Bluffs

Guests

Cassie Paben	City of Omaha
Mary Jane Truemper	Citizen
RJ Jerrick	Greater Omaha Chamber
Shannon McClure	Greater Omaha Chamber
Angie Heise	Greater Omaha Chamber

MAPA Staff

Grant Anderson	Christina Brownell	Sue Cutsforth	Melissa Engel
Mike Helgerson	Karna Loewenstein	Greg Youell	

**B. APPROVAL OF THE MINUTES of the March 31, 2016 meeting – (Action)**

MOTION by Hanafan, SECOND by Gray to approve the minutes of the March 31, 2016 meeting of the Board of Directors.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

**C. APPROVAL OF FINANCE COMMITTEE MINUTES AND REPORT – (Action)**

Mr. Ron Kohn reported that the Finance Committee met on April 20, 2016 and approved bills for March, reviewed February financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Sanders, SECOND by Gray to approve the minutes of the April 20, 2016 Finance Committee meeting.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

Approved by \_\_\_\_\_  
Patrick Bloomingdale, Secretary/Treasurer

## D. AGENCY REPORTS

### 1. Monthly Report – (Info)

Mr. Greg Youell provided an update to the Board on MAPA activities for the month of March. Mr. Youell shared that we have two new interns assisting our staff this summer. Fabiola Nomenyo will be working full-time with planning projects and Owen Stuckey will be assisting with data and GIS activities. The State of the Air Report has been released from the American Lung Association (ALA) and the metro area received an “F” for ground-level ozone. MAPA is preparing for the 2016 Little Steps Big Impact Program. The FHWA published the final Notice of Proposed Rule-Making (NPRM) on performance management to implement provisions of the FAST Act and MAP-21. The comment period is 120 days so the agency has until August 20<sup>th</sup> to review the proposed rule on performance management and provide comments. The FHWA head administrator, Greg Nadeau, held a roundtable meeting in Lincoln to discuss freight movement and congestion. The agency is currently working on several planning projects, the Long Range Transportation Plan (development of scenarios and analyzing data), Sarpy County Transit Study, Pott County Transportation Master Plan and other comprehensive plans for cities and counties in the Region. The Unicameral wrapped up and LB-960, the Transportation Innovation Act, was passed. Workshops will be held throughout the state of Nebraska to decide which Build Nebraska Act (BNA) projects should be selected. There is a portion of the bill that is for an economic opportunity program, similar to the RISE program in Iowa. In Iowa, the Council of Government funding is in the budget. The Housing trust fund will remain constant and the TIF bills and water quality bills did not make it out of committee. At the Federal level, the FY-17 T-HUD (Transportation, Housing and Urban Development) Bill was unanimously approved by the Senate Appropriations Committee. Iowa Association of Regional Councils (IARC) contracted with Captive Marketing to serve as Executive Director and provide organizational management. Carl Lingen is the new ED and will be invited to MAPA’s July Council of Officials luncheon to be held in Council Bluffs. MAPA will have its first all-staff retreat day on June, 7<sup>th</sup> and Karna Loewenstein will be facilitating. The management team will have a strategic planning session this fall and will be inviting board members to attend for a portion of the meeting.

Councilmember Ben Gray expressed his concern regarding information he learned while attending a recent health fair at an elementary school in the City of Omaha. Lead testing was conducted on 30 elementary students and all 30 of the students tested positive for high levels of lead. Two of the 30 students tested at a level at which they had to be referred.

### 2. Heartland 2050 Report – (Info)

Ms. Karna Loewenstein provided an update to the Board on Heartland 2050 activities. The committees are finalizing action steps for submission to the Executive Committee. Heartland 2050 will host a roundtable and work to identify which projects are priority and have the greatest sense of urgency and opportunity for the greatest impact. Staff is continuing work on the upcoming Summer Summit on August 2<sup>nd</sup> at the Harper Center at Creighton University. The Keynote Speaker will be Jeff Speck, author of, “The Walkable City”.

### 3. Presentation: Shannon McClure, Greater Omaha Chamber – Barometer Project – (Info)

The Barometer Project is a study conducted annually by the Greater Omaha Chamber and measures how Omaha and Omaha’s MSA (8 county region) stacks up against other markets across the nation on an economic growth basis. Omaha is compared against nine other markets and against eight indexes. All eight indexes follow Regional Economic Growth Theory. The data analyzes a three-year average and most of the results for the most recent study are looking at data from 2012-2015. The eight indexes are: growth, quality of life; cost of doing business; entrepreneurship; innovation; human capital and infrastructure. The nine markets that Omaha is compared against are divided into three categories: Aspirational Cities – Austin, Nashville, Raleigh; Competitive – Des Moines, Kansas City, Oklahoma City; Peers: Colorado Springs, Louisville, Salt Lake City. Overall, Omaha was ranked 5<sup>th</sup>, behind all aspirational regions and one peer, Salt Lake City. Omaha’s strengths are costs of doing business, quality of life, private capital, basic human capital and entrepreneurship. Opportunities for the region are innovation, advanced human capital (Bachelor’s Degree or higher), patent activity and information technology.

## E. PUBLIC COMMENT

None.

F. CONSENT AGENDA –

1. CONTRACT FINAL PAYMENTS – (ACTION)

a. Lovgren - \$1,949.13

2. CONTRACT AMENDMENTS – (ACTION)

a. Live Well Omaha Bike Education – extension of time

3. JULY INSURANCE RENEWALS – (ACTION)

- a. Life / AD&D
- b. Long Term Disability
- c. Dental Plan

MOTION by Stothert, SECOND by Gray to approve items F.1.a, F.2.a. and F.3.a, b & c on the Consent Agenda.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED

G. OLD BUSINESS

1. 2040 LONG RANGE TRANSPORTATION PLAN (LRTP) AMENDMENT – (Action)

Mr. Mike Helgerson presented to the Board for approval the LRTP Amendment. The State of Nebraska has increased the estimates for a number of major projects and as a result of that the LRTP must be updated to reflect those changes.

MOTION by Hanafan, SECOND by Kindig to approve the 2040 Long Range Transportation Plan (LRTP) Amendment.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2016 – 2019 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #10 – (Action)

Mr. Mike Helgerson presented the FY 2016 – 2019 TIP amendment #10 to the Board for approval. The first amendment is a change to the City of Valley's Safe Routes to School project, the change will program \$45,000 of funding this year Right of Way (ROW) acquisition and . The second, third and fourth projects are all related. MAPA has an agreement with the City of Omaha to provide them with the flexibility of advanced construction funding. This allows the city to build up a balance of about \$12 million over the next four years. There are changes to the three projects, the 30<sup>th</sup> Street Road Diet, Omaha Resurfacing Program Project and the 2016 Omaha Resurfacing Program. The final change is for Douglas County's 180<sup>th</sup> Street Phase 1 project to program \$364,000 of STP funding.

MOTION by Hanafan, SECOND by Stothert to approve the FY 2016 – 2019 Transportation Improvement Program (TIP) Amendment.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

1. NEW CONTRACTS – (Action)

Mr. Youell presented to the Board for approval new contracts listed below.

- a. Live Well Omaha CMAQ Agreement - \$19,440.00

MOTION by Sanders, SECOND by Stothert to approve new contracts listed above.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. FY 2017 BUDGET – (Action)

Mr. Youell presented FY 2017 Budget items to the Board for approval.

- a. Funds Budget
- b. Line Item Budget
- c. Project Budget
- d. Draft FY 2017 Work Program (UPWP)

MOTION by Hanafan, SECOND by Stothert to approve the FY 2017 Budget items listed above.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

3. EXECUTIVE DIRECTORS COMPENSATION – (Action)

Chairman Kohn presented to the Board for approval the Finance Committee's recommendation of a 3.5% merit increase for the Executive Director effective April 1, 2016. The Executive Director should also be included in any cost-of-living increase passed by the Board with the FY17 budget.

MOTION by Sanders, SECOND by Gray to approve the Executive Directors Compensation.

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

4. FY 2017 ANNUAL AUTHORIZATION RESOLUTION – (ACTION)

Mr. Greg Youell requested approval from the Board for the FY 2017 Annual Authorization Resolution, authorizing the Executive Director to file, negotiate and execute applications, contracts, agreements, assurances and other documents required with federal agencies as listed with the UPWP and attached resolution.

5. PROJECT CASE REVIEW- (ACTION)

Mr. Grant Anderson requested approval from the Board to provide favorable comment on the project cases from Nebraska Department of Environmental Quality listed below.

- a. Case 2016-01 NDEQ – Nebraska Department of Environmental Quality (NDEQ) – Section 128(a) Assessment Program
- b. Case 2016-02 NDEQ – Nebraska Department of Environmental Quality (NDEQ) – Superfund State and Indian Tribe Core Program Cooperative Agreements

MOTION by Hanafan, SECOND by Sanders to approve commenting on the two project cases listed above from the Nebraska Department of Environmental Quality

AYES: Duda, Gray, Hanafan, Kindig, Kohn, Richards, Sanders, Stothert

NAYS: None.

ABSTAIN: None.

MOTION CARRIED

I. ADDITIONAL BUSINESS

None.

J. DISCUSSION

None.

K. ADJOURNMENT

Chairman Kohn adjourned the meeting at 2:38 p.m.



METROPOLITAN AREA PLANNING AGENCY  
2222 Cuming Street  
Omaha NE 68102-4328  
FINANCE COMMITTEE MEETING  
May 18, 2016

The MAPA Finance Committee met May 18, 2016, in the MAPA conference room. Patrick Bloomingdale called the meeting to order at 8:30 a.m.

ROLL CALL

Members Present

Patrick Bloomingdale, Secretary/Treasurer  
Clare Duda, Douglas County  
Tom Hanafan, Pottawattamie County (arrived @ 8:45 a.m.)  
Ron Kohn, Mills County  
Carl Lorenzen, Washington County  
Tom Richards, Sarpy County

Staff

Lynn Dittmer  
Melissa Engel  
Michael Felschow  
Amanda Morales  
Gregory Youell

A. MONTHLY FINANCIAL STATEMENTS (March)

1. Bank Reconciliation (American National Bank) and Statements on Investments
2. Receipts and Expenditures
3. Schedule of Accounts Receivable/Accounts Payable
4. Consolidated Balance Sheet
5. Program Status Report/Line Item Status Report

Ms. Engel presented the financial statements for March 2016.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments: (Action)
  - a. Metro – PMT #3 - \$44,671.53
  - b. Heartland Family Services – PMT #26 - \$2,651.99
  - c. Benesch – PMT #43 - \$29,857.66
  - d. HDR – PMT #5 - \$5,295.90
  - e. Douglas County GIS – PMT #3 - \$16,808.67
  - f. Olsson Associates (Platteview Rd.) – PMT #23 - \$7,233.80
  - g. Olsson Associates (Platteview Rd.) – PMT #22 - \$4,590.17
  - h. City of Omaha Planning – PMT #2 - \$11,073.77

Mr. Youell presented the contract payments listed above. Metro's payment is their FY 2016, 3rd quarter planning request. The Heartland Family Service payment is for their "Ways to Work" program for the month of March. The Benesch payment is for work on the Brownfields Project through April 10, 2016. HDR's payment is for on-call travel demand modeling services provided through March 26, 2016. Douglas County GIS is requesting reimbursement for their work on transportation planning from January through March 2016. The Olsson Associates contract payments are for services through April 9, 2016, on the Plattview Road Land Use and Corridor Study. The City of Omaha Planning is requesting reimbursement for their work on transportation planning for 3<sup>rd</sup> quarter of FY 2016

MOTION by Lorenzen SECOND by Duda to approve the contract payments as presented. MOTION CARRIED.

2. Contract Payments with exception
  - a. Intercultural Senior Center – PMT #2 - not to exceed \$3,049.69
  - b. Olsson Associates (Sarpy Co. Tr.) – PMT #2 - \$12,298.71 (pending amendment approval)
  - c. Olsson Associates (Sarpy Co. Tr.) – PMT #1 - \$15,455.47 (pending amendment approval)

Mr. Youell presented the contract payments with exceptions. The Intercultural Senior Center is requesting reimbursement for personnel expenses for January through March 2016. Olsson Associates is requesting payment for their work on the "Sarpy County Transit Feasibility Study" through April 09, 2016.

MOTION by Kohn SECOND by Richards to approve the Intercultural Senior Center contract payment with exceptions once all necessary documentation is received and the Olsson Associates contract payments once the Board of Directors approves the Sarpy County Transit Plan budget amendment. MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. New Contracts

- a. JEO – Mills Co. Comp Plan - \$14,100
- b. HDR On-Call Travel Demand Modeling - \$25,000
- c. Douglas County GIS - \$82,000 – Federal; \$35,260 – Match; 5% Admin Fee
- d. Omaha Public Works - \$63,000 – Federal; \$27,090 – Match; 5% Admin Fee
- e. Omaha Planning - \$60,000 – Federal; \$25,800 – Match; 5% Admin Fee
- f. Sarpy County - \$65,000 – Federal; \$27,950 – Match; 5% Admin Fee
- g. Pottawattamie County GIS - \$35,000 – Federal; \$15,050 – Match; 5% Admin Fee
- h. Metro Transit - \$98,000 – Federal; \$42,000 – Match; 5% Admin Fee

Mr. Youell presented the new contracts listed above. The contract with JEO Consulting Group, Inc., is for planning support services related to the “Mills County, Iowa, Comprehensive Plan Update”. The contract period for the JEO agreement is May 6, 2016, through the project completion date. The HDR contract is for an estimated 198 hours of on-call travel demand modeling for FY 2017. Items C.1.c through C.1.h are renewed pass through transportation planning contracts for FY 2017. Douglas County will continue to manage and maintain transportation related assets for the county through the Cityworks GIS program. The Omaha Public Works contract will continue to conduct traffic counting. Omaha Planning will continue to develop and refine the transportation planning process on approved transportation activities. The Sarpy County Planning Department will conduct a Sarpy County Comprehensive Plan, development review and development regulations update. Sarpy County GIS will create, maintain and manage geospatial data. Pottawattamie County GIS will continue to actively maintain numerous transportation related geographic datasets and websites. Metro Transit will continue their work on various planning activities to support the regional transit system for the Omaha–Council Bluffs urbanized area.

MOTION Kohn SECOND by Lorenzen to recommend that the Board of Directors approve the new contracts as presented. MOTION CARRIED.

- 2. Contract Amendments
  - a. Olsson Associates – Sarpy Co. Transit Plan Budget Amendment

Mr. Youell presented the Olsson Associates contract amendment. This amendment includes a revised budget for personnel and hours related to the Sarpy County Transit Plan. The overall contract amount remains unchanged.

- 3. Travel
  - EDA Conference – Lynn Dittmer & 2 Staff Members - \$4,848.00

Mr. Youell presented the EDA conference travel. Grant Anderson and up to two additional staff members are planning to travel to the conference in Denver, Colorado July 31 through August 3, 2016.

MOTION by Hanafan SECOND by Lorenzen to recommend that the Board of Directors approve as presented the Olsson contract amendment under C.2. and travel to the EDA conference under C.3. MOTION CARRIED.

- 4. FY 2016 Year End Budget Revision
  - a. Line Item Budget Revision
  - b. UPWP Revision

Mr. Youell presented the FY 2016 budget revisions. The revisions are slight adjustments between line item expenses and work activity elements, but no change in total funding.

MOTION by Lorenzen SECOND by Hanafan to recommend that the Board of Directors approve the FY 2016 year end budget revision as presented. MOTION CARRIED.

- 5. FY 2017 Budget
  - a. Funds Budget
  - b. Line Item Budget
  - c. Program Budget
  - d. Work Program

Mr. Youell presented the FY 2017 budget items. The Funds Budget breaks out the projected FY 2017 gross revenues of \$6,286,158 by funding source. The Line Item Budget details the FY 2017 expenses of \$6,286,158. The Program Budget allocates the \$6,286,158 budget by program work element and funding source. The increased revenue and expense of \$145,000 over the prior budget drafts is in connection with the Platteview Road Study. The Unified Planning Work Program outlines the transportation related activities and projects that MAPA plans to be involved in for FY2017.

MOTION by Kohn SECOND by Duda to recommend that the Board of Directors approve the FY 2017 budget as presented. MOTION CARRIED.

- 6. FY 2017 General Insurance Renewal

Ms. Engel presented the general insurance renewals. The Business Owner’s Package premium is increasing 6% over last

year. Worker's Compensation premium is decreasing 1%. The Director's and Officer's and Crime Bond premiums will both remain the same. The Commercial Auto premiums are increasing 27%, but the agency did add an additional vehicle to the policy during FY 2016.

MOTION by Hanafan SECOND by Richards to recommend that the Board of Directors approve the general insurance renewals as presented. MOTION CARRIED.

D. DISCUSSION/INFORMATION

The Department of Labor (DOL) has finalized changes to the overtime exemptions under the Fair Labor Standards Act (FLSA), effective December 1, 2016. This changes the overtime exempt salary threshold to \$913/week or \$47,476/year, double the current salary threshold. MAPA currently has three employees that would be affected by this change. The Benefits Committee would like to meet next week after the Board of Directors meeting to discuss this and possible changes in the employee leave policy.

E. OTHER

F. ADJOURNMENT

The meeting adjourned at 9:20 am.

**Metropolitan Area Planning Agency  
Transportation Planning Activities | Monthly Progress Report**

**Reporting Period: April 18, 2016 – May 13, 2016**

**Transportation Forums (140) –**

Objective:

To provide a forum for coordination and cooperation between MAPA and agencies, organizations and stakeholders involved and interested in planning, designing, maintaining and providing transportation services.

Program Activity

- Held monthly meeting of the Transportation Technical Advisory Committee (TTAC)
- Attended NDOR MPO Statewide Meeting

<b>140 End Products</b>		<b>Schedule</b>
01	Transportation Technical Advisory Committee	Monthly
02	Nebraska Department of Roads (NDOR) Statewide MPO Meeting	Twice / year
03	Iowa Department of Transportation (Iowa DOT) MPO and RPA Meeting	Quarterly

**Summit and Working Groups (150) –**

Objective:

MAPA will convene a semi-annual summit and several subcommittees or working groups around specific transportation-related topics.

Program Activity

- Held internal staff meetings to decide the dates and activities for the working groups and summit

<b>150 End Products</b>		<b>Schedule</b>
01	Transportation Summit and Working Groups	Fall 2015, Spring 2016

02	Project Review Committee comments to State and Federal agencies	Ongoing
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**Technical and Policy Education (170) –**

Objective:

To provide ongoing technical and policy education for planning and research activities.

Program Activity

- Attended Iowa Association of Regional Councils (IARC) Board Meeting
- Attended ASCE/LOCATE Conference
- Participated in USDOT webinar open house with Secretary Anthony Foxx
- Attended DOT webinar on alternative fuel corridors

170 End Products		Schedule
01	Technical and Policy Education Events	Ongoing
01	Webinars (FHWA, FTA, etc.)	Ongoing
02	Related Association Participation (NROC, IARC, NADO, NARC, etc.)	Ongoing
03	Professional Certifications and Memberships	Ongoing

**Public Forums and Workshops (180) –**

Objective:

To provide and support public forums and workshops that identify and discuss timely topics or high visibility special subjects of a regional significance.

Program Activity

- No activity this month.

180 End Products		Schedule
01	Heartland 2050 Stakeholder Summits	July 2015, Feb. 2016
01	2015 Heartland Active Transportation Summit	Spring 2016

01	Support and Host Public Events, Forums and Workshops	As Needed
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**Policy and Administrative Forums (190) –**

Objective:

To maintain and coordinate policy and administrative forums. Work includes but is not limited to creating agendas, supporting materials, conduct meetings and communications with committee members.

Program Activity

- Prepared TTAC materials for approval by the Board of Directors
- Prepared Monthly Finance and Board of Directors agendas and materials for review.
- Reviewed invoices for approval by Finance Committee
- Conducted April Finance Committee and Board of Directors meetings.

190 End Products		Schedule
01	Council of Officials Administration	Ongoing
02	Board of Directors Administration	Ongoing
03	Finance Committee Administration	Ongoing

**Short Range Planning (410) –**

Objective:

To develop and refine the short range transportation planning process; develop and maintain the Transportation Improvement Program (TIP); collect and maintain data (land use, population, employment, housing, traffic, etc.) to analyze trends and growth patterns; utilize and coordinate Geographic Information Systems (GIS) and aerial photography activities; assist local jurisdictions in the programming, funding and delivery of transportation improvements; develop and maintain performance measures to track progress toward regional goals; support short range active transportation activities.

Program Activity

- Scheduled a public meeting and developed public and stakeholder materials for the FY 2017-2022 TIP
- Worked on parish mapping project for Omaha Archdiocese
- Coordinated with Sarpy County jurisdictions to identify possible modifications to Heartland 2050 land use scenario

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- Attended federal-aid coordination meeting between the City of Omaha and NDOR
- Met with NDOR Local Projects staff to discuss project schedules for the FY 2017 Transportation Improvement Program (TIP)
- Attended meeting to assist with Earmark Repurposing in the Omaha Metro Area.
- Provided letter of support for Iowa DOT SHRP2 grant application.

<b>410</b>	<b>End Products for Work Activities</b>	<b>Schedule</b>
01	FY 2017-22 TIP	Spring 2016
02	Funding / needs data and analysis	Ongoing
03	Technical support for Local Project Assistance (LPA) and local and state planning activities	Ongoing
04	2014 Traffic Flow map and associated report preparation	Fall 2015
05	Updated land use, employment, economic, and population data	Ongoing
05	Census data and growth analysis	Ongoing
06	Map production and data analysis	Ongoing
07	NIROC aerial photography delivery and administration	Spring 2016
08	Performance measure coordination and development	Ongoing
09	Health and safety activities	Ongoing
16	Convene ProSe-Com to prepare FY-17 TIP	Fall 2015-Winter 2016
17	Convene TAP-C to prepare FY-17 TIP	Fall 2015-Winter 2016
18	Omaha Active Transportation Activities	Ongoing

**Long Range Planning (420) –**

Objective:

To conduct the long range transportation planning process; implement and maintain the regional Long Range Transportation Plan; develop medium and long range growth forecasts and traffic simulations or forecasts at a regional and/or subregional level; develop local and corridor-level planning studies; and support the development of Complete Streets and active transportation as recommended by the LRTP.

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Program Activity

- Scheduled 2040 Amendment public meeting for project amount updates
- Scheduled 2050 LRTP public and stakeholder meetings
- Developed 2050 LRTP public and stakeholder meeting and outreach materials
- Developed meeting materials for the HL2050 vision plan
- Reviewed the final study document for the Platteview Road Corridor Study
- Held Travel Model Advisory Committee meeting
- Continued update of model documentation and implementation of new modules in coordination with HDR on-call
- Participated in monthly management team meetings for the Metro Travel Improvement Study (MTIS) and reviewed draft scenario packages
- Attended Omaha Chamber Transportation Council that included discussion of freight-related needs.
- Attended Omaha Chamber futurist discussion.

<b>420 End Products</b>		<b>Schedule</b>
01	LRTP 2035 maintenance and amendment (as needed)	Ongoing
01	LRTP 2040	Planned Summer 2015, Due March 2016
02	Long-Range Planning Activities	Ongoing
02	LRTP 2050 Preparation Kick-off	Fall-Winter 2015
03	Travel Demand Model Refinement	Ongoing
04	Population and Employment Forecast Refinement	Ongoing
05	Land Use Allocation Model maintenance and refinement	Ongoing
06	Metro Bike Safety Education	2015-2016
06	Regional Bicycle-Pedestrian Plan	Summer 2015
06	Convene multi-modal working group at summits	Semi-annual
07	Passenger Rail Planning	Ongoing
08	Freight and Goods Movement Participation	Ongoing



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09	Heartland 2050 Implementation Activities for Transportation	Ongoing
11	Metro Area Travel Improvement Study (MTIS)	Ongoing
12	Platteview Road Corridor Study	2015

**Public Participation Activities (430) –**

Objective:

To conduct public involvement activities in accord with MAPA Public Participation Plan in order to effectively and continuously engage public input in the transportation planning process.

Program Activity

- Performed documentation for the previous two rounds of public involvement for the 2050 LRTP
- Released the Public Participation Annual Report for 2015
- Attended the last Citizen's Academy meeting for the spring 2016 semester
- Scheduled and developed stakeholder meetings for the 2050 LRTP
- Scheduled and developed public meetings for the 2050 LRTP
- MAPA and transit planning to Leadership Omaha class.
- Gave presentation on MAPA and Sarpy County planning at the State of the County event.

<b>430 End Products</b>		<b>Schedule</b>
01	Public Participation Plan maintenance and revision	Ongoing
01	Public Participation Annual Activities Report	Annual
02	Public Involvement and Engagement Activities	Ongoing
03	Citizen's Academy for Omaha's Future	Semi-annual
04	Civil Rights / Title VI Plan maintenance and activities	Ongoing
04	Annual DBE Goal development and monitoring	2015
05	Convene Citizen's Advisory Committee	Ongoing

**Transit and Human Service Transportation (440) –**

Objective:

To conduct and coordinate planning for mass transit and paratransit in the MAPA region.

**Program Activity**

- Participated in meeting as part of NDOR Statewide Mobility Management project.
- Continued work with the CTC on informal coordination possibilities
- Worked with Metro Transit on developing an MOU and performance measures for the Call Center
- Flexed funding to NDOR and IDOT to purchase vehicles for local paratransit agencies under the 5310 program
- Submitted a grant for 5310 operations funding for local paratransit agencies

<b>440 End Products</b>		<b>Schedule</b>
01	Transit Service Planning and Evaluation	Ongoing
02	Coordinated Transportation Plan Committee	Ongoing
03	JARC, New Freedom, 5310 Administration	Ongoing
04	FTA VTCLI Grant Mobility Coordination Activities	Ongoing
05	Central Omaha Bus Rapid Transit / Urban Circulator	2015-2016
06	Metro Transit Planning Activities	Ongoing
01	Transit Service Planning and Evaluation	Ongoing

**Air Quality / Environmental (450) –**

Objective:

To improve air quality and take proactive measures to reduce environmental impacts and improve energy conservation as related to transportation.

**Program Activity**

- Scheduled and conducted planning meetings for Little Steps Big Impact Ozone Reduction Campaign
- Collected prize donations for Commuter Challenge
- Continued coordination with NDOR on the development and submission of the Electric Vehicle Charging Station grant
- Coordinated with Iowa Economic Development Corporation on electric vehicle charging stations in Iowa
- Met with the American Lung Association to discuss air quality and public health.

<b>450 End Products</b>		<b>Schedule</b>
01	Metro Rideshare Website Administration	Ongoing
02/ 03	Little Steps, Big Impact Ozone Reduction Campaign (CMAQ)	2015, 2016
02	Education for alternative fuel vehicles to reduce emissions	Ongoing
02	Convene air quality working group at summits	At least 2/year
03	Work with grants for electric vehicle infrastructure	2015-2016
04	Commuter Challenge	2015, 2016

**Iowa Regional Planning Affiliation (460) –**

Objective:

To provide administration for Iowa RPA-18 and develop a regional TIP and LRTP for Harrison, Mills, and Shelby counties and the non-urbanized portion of Pottawattamie County that can be integrated into the State Transportation Improvement Plan (STIP) and State Transportation Plan.

Program Activity

- Developed Final FY2017 Transportation Planning Work Program for approval by the Policy & Technical Committees
- Continued development of Draft FY2017 Transportation Improvement Program
- Approved Amendment 3 to the FY2016-2019 Transportation Improvement Program
- Finalized Tech Memo 1 for the Pottawattamie County Transportation Plan and began development of materials for Technical Memorandum 2

<b>460 End Products</b>		<b>Schedule</b>
461	Transportation Forums/Committee Administration	Ongoing
462	Transportation Planning Work Program	Spring 2016
463	Regional Transportation Improvement Program (RTIP) / Short Range Planning	Spring 2016

464	Long Range Transportation Plan (LRTP) / Long Range Planning	Ongoing
465	Public Participation Plan (PPP) and Activities	Ongoing
466	Human Services Transportation Coordination	Ongoing

**Congestion Management / Safety and Technology (470) –**

Objective:

To monitor traffic congestion levels in the metro area through the Congestion Management Process; to promote a safe and efficient transportation system through the development of management and operations, safety, and technological strategies and solutions.

Program Activity

- Updated Metro Area Motorist Assist (MAMA) Program database
- Pay MAMA invoices

<b>470 End Products</b>		<b>Schedule</b>
471	CMP Improvements	2015-2016
471	Congestion working group at summits	At least 2/year
472	MAMA Program Administration	Ongoing
472	TIM Committee	Ongoing
473	Regional ITS Architecture Maintenance	Ongoing
474	Safety Planning and Crash Analysis	Ongoing
474	Congestion working group at summits	At least 2/year
475	Regional Signal Coordination and Implementation	Ongoing

**Community Development Assistance (710) –**

Objective:

To provide technical assistance to jurisdictions in identifying community development needs and the resources to meet those needs.

Program Activity

- Attended Iowa SMART Conference in Des Moines.
- Working with Pottawattamie County to facilitate Solid Waste Management Task Force. A recommendation is being drafted for the Board of Supervisors.
- City of Crescent Comprehensive Plan draft currently being reviewed by the public. Working to update zoning ordinances.
- Continuing CDBG administration for the cities of Hancock, Henderson, and Macedonia.
- Continuing CDBG administration for Walnut Downtown. Completed and submitted SHPO request for comments.
- Research and writing the City of Gretna Downtown Revitalization Application.
- Researching and collecting information for Macedonia Downtown Revitalization Application.
- Working on Brownfields Coalition Assessment Grant. Partnering with the Omaha Housing Authority to complete assessments and redevelopment work on Southside Terrace.
- Working with Community Improvements to Increase Economic Stability (CITIES) Program on program administration.
- Reviewing RFP submittals for Minden Downtown Beautification Project.
- Administering American Heroes Park concept design project in Bellevue; EXis Design Shop is the project architect.
- Drafting JLUS Implementation Scope of Work and Budget. Completing the JLUS application ready for late May submittal.
- Visited Malvern to introduce MAPA to new clerk.
- Working with the Southwest Iowa Nature Trails, Inc. Board of Directors to update Bylaws and Articles of Incorporation.
- Working with Carter Lake on funding options for sewer improvements.
- Working with Greater Omaha Economic Development Partnership to determine regional data needs and opportunities for collaboration.
- Working with Frontier Iowa Trails (regional) on organizational and funding needs.
- Working with Mills County Trails Board on organizational and funding needs.
- Working to update Carson's strategic plan.
- Met with Mills County official to discuss county economic development plan and EDA funding application.
- Attended Iowa Economic Development Authority CDBG training in Ankeny, IA.
- Attended City of Omaha CDBG Action Plan workshop/public meeting.
- Attended Nebraska CDBG Training in Lincoln, NE.
- Provided technical assistance to Mills County Emergency Management Agency to apply for Hazard Mitigation Grant Program funding to update multi-jurisdictional Hazard Mitigation Plan.
- Prepared Scope of Work for Glenwood Comprehensive Plan Update.

- Provided information/technical assistance to Greater Omaha Chamber staff.
- Held Solid Waste Task Force meeting to discuss local and regional efforts and plans related to solid waste management.

### **Economic Development Assistance (720) –**

Objective:

To provide technical assistance to jurisdictions to identify economic development needs and the resources to meet those needs.

Program Activity

- Continued work on distressed area economic profile for areas that meet EDA’s distressed criteria based on per capita income and unemployment - reviewing draft.
- Met with executive director of north Omaha-based non-profit to discuss program and financial/technical assistance needs.
- Attended Growing Entrepreneurial Communities Summit at Federal Reserve Bank in Kansas City, MO.
- Reached out to Iowa Western Community College to investigate EDA investment opportunity.

### **Heartland 2050 Regional Vision (730) –**

Objective:

To oversee Implementation of the Heartland 2050 Regional Vision project, moving the work forward through development of a committee structure, hosting semi-annual summits, convening workgroups to select and complete projects and developing metrics to measure and show progress.

Program Activity

- Convened Executive Committee, Economic Development, Education, Health and Safety, Housing and Development, Infrastructure, Natural Resources and Equity and Engagement Implementation Committees.
- Implementation Committees completed Action Steps and submitted to Executive Committee.
- Executive Committee reviewed and approved completed Action Plan Draft
- Presented a funding request to the Henderson Iowa City Council.
- Continued logistics progress on Summer Summit.
- Enrolled in an IDEO Human Centered Design Course with a team from MAPA
- Explored possible options for Quarterly Speaker series
- Teleconferenced with Iowa DOT on Heartland 2050 mini grants.
- Lead presentation on transportation options at Empowerment Network Annual Conference

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- Facilitated Growing Foods Connection Steering Committee
- Sat on panel discussion with Young Non Profit Professionals Group on topic of “Brain Drain”

### **Revolving Loan Funds (760) –**

#### Objective:

To administer CDBG re-use funds on behalf of local jurisdictions in Douglas, Sarpy and Washington counties, and to oversee MAPA Nonprofit Development Organization Revolving Loan Fund.

#### Program Activity

- Continued to service CDBG re-use loan made to KB Quality Meats, LLC in Blair.
- Provided Blair re-use fund information to Gateway Economic Development Corporation; discussed potential funding opportunity with Executive Director.
- Continued administration of MAPA Nonprofit Development Organization Revolving Loan Fund program; working with Nebraska Department of Economic Development to “de-federalize” original loan fund balance.

### **Management Assistance (790) –**

#### Objective:

To provide management and administrative assistance to member jurisdictions such as Personnel Policies, Job Descriptions, etc.

#### Program Activity

- No activity this month.

### **Publications (810) –**

#### Objective:

To publicize MAPA activities and accomplishments to MAPA member jurisdictions, state and local officials and the public.

#### Program Activity

- Created flyer for Crescent Comp Plan public meeting
- Created cover for Glenwood Comp Plan

<b>810 End Products</b>		<b>Schedule</b>
811	What's Happening Newsletter	Bi-monthly

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812	Annual Report	October 2015
813	Regional Officials Directory Website	Updated Spring 2016
814	Product Development	Ongoing

### **Public Information and Communications (840) –**

#### Objective:

To provide transportation-related data to public and private sector representatives.

#### Program Activity

- Created numerous posts for Facebook and Twitter on MAPA programs/news
- Posted updates to MAPA website

<b>840 End Products</b>		<b>Schedule</b>
841	Transportation Information to Public/Private Sector	Ongoing
842	Libraries	Ongoing
843	Website and Social Media	Ongoing

### **Community Development Administration (920) –**

#### Objective:

To provide for administration of MAPA's Community / Economic Development programs.

#### Program Activity

- No activity this month.

### **Transportation Program Administration (940) –**

#### Objective:

To provide for efficient administration of MAPA's Transportation programs.

#### Program Activity

- Development of Final FY2017 Unified Planning Work Program (UPWP) and agency budget.
- Prepared contract agreements with FY17 sub-recipients as included in the UPWP.
- Held monthly management team meeting.



- Held regular project and manager meetings to manage agency projects and business.

940 End Products		Schedule
941	Program Administration	Ongoing
942	Contracts	Ongoing
943	Unified Work Program (UPWP)	Ongoing
944	Agreements	Ongoing
945	Certification Review and Process	Ongoing

**Employee Benefit Administration (970) –**

Objective:

Provide management of agency benefits, retirement, health and life insurance program.

Program Activity

- No activity this month.

**Fiscal Management (980) –**

Objective:

Develop the annual budget and cost allocation plan, track revenues and expenditures, prepare invoices, and assist with the annual audit and other fiscal activities.

Program Activity

- Prepared Final Project Budget for FY17
- Prepared revised budget for FY16
- Prepared quarterly FFR reports for FTA projects
- Prepared IDOT semiannual DBE report
- Communicated billing issues to MAPA’s sub recipients and consultants.
- Prepared and presented financial reports to the finance committee.
- Prepared quarterly reimbursement requests for grants.

**General Administration (990) –**

Objective:

Undertake administrative activities including personnel, computer and technology support, clerical

activities and support.

Program Activity

- Researched upgrades to MAPA phone system
- Prepared administrative support to the agency
- Participated in United Way Community Investment Review Team
- Hired intern from UNMC to assist with air quality efforts.
- Hired Housing Specialist position.

# Metropolitan Area Planning Agency

## Income Statement

Ten Months Ending April 30, 2016

		Actual YTD	Extrapolated	FY 2016 Adjusted Budget	Propoed Year-End Adjustments	Proposed Budget
<b>Revenues</b>						
10-4100	Federal Revenue	\$1,091,643.87	\$1,309,970.00	\$3,403,005.00		\$3,403,005.00
10-4200	State Revenue	\$11,764.71	\$14,120.00	\$12,000.00		\$12,000.00
10-4300	Local Revenue	\$403,599.00	\$484,320.00	\$358,352.00		\$358,352.00
10-4310	Match Contributions	\$0.00	\$0.00	\$60,875.00		\$60,875.00
10-4350	Heartland 2050 Local Revenue	\$31,350.00	\$37,620.00	\$157,000.00		\$157,000.00
10-4400	Contracts	\$75,838.85	\$91,010.00	\$659,536.00		\$659,536.00
10-4410	Pass Through Contracts - Planning	\$0.00	\$0.00	\$256,364.00		\$256,364.00
10-4420	Pass Through Contracts - STP	\$0.00	\$0.00	\$62,880.00		\$62,880.00
10-4500	Forums/Annual Dinner	\$4,765.09	\$5,720.00	\$22,000.00		\$22,000.00
10-4510	In-Kind Revenue	\$167,105.07	\$200,530.00	\$273,881.00		\$273,881.00
10-4520	Investment Earnings	\$9,647.40	\$11,580.00	\$0.00		\$0.00
10-4530	Misc. Cash Sales	\$2,860.70	\$3,430.00	\$0.00		\$0.00
10-4540	Miscellaneous	\$3,203.91	\$3,840.00	\$0.00		\$0.00
<b>Total Revenues</b>		<b>\$1,801,778.60</b>	<b>\$2,162,140.00</b>	<b>\$5,265,893.00</b>	<b>\$0.00</b>	<b>\$5,265,893.00</b>
<b>Expenses</b>						
10-5000	Salaries	\$730,559.36	\$876,670.00	\$1,068,405.00	(\$42,000.00)	\$1,026,405.00
10-5010	Outside Office Help	\$0.00	\$0.00	\$5,000.00		\$5,000.00
10-5100	FICA	\$64,495.62	\$77,390.00	\$81,000.00		\$81,000.00
10-5105	Unemployment Taxes	\$1,453.20	\$1,740.00	\$3,000.00		\$3,000.00
10-5110	Health Insurance	\$150,452.81	\$180,540.00	\$220,000.00		\$220,000.00
10-5115	Life & Disability Insurance	\$3,718.21	\$4,460.00	\$5,000.00		\$5,000.00
10-5120	Retirement Contributions	\$43,088.67	\$51,710.00	\$60,000.00		\$60,000.00
10-5125	Accrued Salaries & Compensated Absences	\$151,630.36	\$181,960.00	\$142,933.00	\$42,000.00	\$184,933.00
10-5200	Advertising	\$2,962.94	\$3,560.00	\$8,500.00		\$8,500.00
10-5210	Membership - Reference Materials	\$14,681.54	\$17,620.00	\$20,000.00		\$20,000.00
10-5220	Printing	\$26,165.49	\$31,400.00	\$28,500.00	\$4,500.00	\$33,000.00
10-5300	Business Insurance Expense	\$9,053.41	\$10,860.00	\$15,000.00		\$15,000.00
10-5310	Data Processing	\$25,697.84	\$30,840.00	\$35,000.00		\$35,000.00
10-5320	Professional Services	\$24,087.69	\$28,910.00	\$34,000.00		\$34,000.00
10-5400	Contracts	\$619,572.19	\$743,490.00	\$1,257,469.00		\$1,257,469.00
10-5420	Pass Through Contracts - Planning	\$0.00	\$0.00	\$1,740,775.00		\$1,740,775.00
10-5440	In-Kind Expense	\$167,105.07	\$200,530.00	\$273,881.00		\$273,881.00
10-5500	Equipment Maintenance	\$2,503.77	\$3,000.00	\$8,750.00		\$8,750.00
10-5600	Forums	\$17,546.04	\$21,060.00	\$40,000.00		\$40,000.00
10-5650	Miscellaneous Expenses	\$688.57	\$830.00	\$1,500.00		\$1,500.00
10-5700	Postage	\$2,823.18	\$3,390.00	\$5,000.00		\$5,000.00
10-5710	Supplies	\$6,077.50	\$7,290.00	\$18,500.00		\$18,500.00
10-5730	Bank Charges	\$390.45	\$470.00	\$500.00		\$500.00
10-5800	Office Rent	\$56,400.00	\$67,680.00	\$67,680.00		\$67,680.00
10-5810	Telephone	\$1,011.95	\$1,210.00	\$2,500.00		\$2,500.00
10-5900	Travel & Conferences	\$44,451.50	\$53,340.00	\$55,000.00		\$55,000.00
10-5950	Capital Outlays	\$28,155.27	\$33,790.00	\$50,000.00	(\$4,500.00)	\$45,500.00
10-8000	Transfers	\$0.00	\$0.00	\$18,000.00		\$18,000.00
<b>Total Expenses</b>		<b>\$2,194,772.63</b>	<b>\$2,633,740.00</b>	<b>\$5,265,893.00</b>	<b>\$0.00</b>	<b>\$5,265,893.00</b>

APPENDIX I

MAPA FY-2016 UPWP Transportation Budget Year End Revision Table

Work Activity	Federal Funding													Local Match			Total	Hours		
	FHWA PL					FTA 5303/5304/5305			RPA-18	STP	FTA	FTA	FTA	CMAQ	Federal	MAPA			Non-MAPA	Local
	Neb	Iowa	NE	IA	Iowa	Neb	Iowa	SPR &	Neb	Veterans	JARC/NF	5310	Neb.	Funds						
FY-16	FY-16	5303	5303	C/O	FY-16	FY-16	5311		VTCLI				Subtotal	Subtotal	Subtotal					
<b>MAPA Activities</b>																				
140 Transportation Forums	11,020	3,340			-	5,600	-	-	-	-	-	-	-	19,960	4,990		4,990	24,950	420	
150 Summit/Working Groups	760	440			-	440	-	-	-	-	-	-	-	1,640	410		410	2,050	30	
170 Technical and Policy Education	21,060	8,789			-	10,650	7,381	-	-	-	-	-	-	47,880	-	11,970	11,970	59,850	1,000	
180 Public Events and Workshops	2,590	300			-	780	-	-	-	-	-	-	-	3,670	-	918	918	4,588	80	
190 MAPA Policy and Administrative Forums	47,890	12,180			-	27,090	-	-	-	-	-	-	-	87,160	-	21,790	21,790	108,950	1,820	
410 Short Range Planning	94,560	3,530			5,000	37,740	8,750	-	-	-	-	-	8,000	157,580	-	39,395	39,395	196,975	3,280	
420 Long Range Planning	168,362	10,720			13,500	83,315	13,670	-	-	-	-	-	-	289,567	19,619	52,773	72,392	361,959	6,030	
430 Public Participation	25,360	5,460			-	12,190	-	-	-	-	-	-	-	43,010	10,751		10,753	53,763	900	
440 Transit / Human Service Transportation	3,280	-			-	33,290	850	-	-	30,000	20,000	50,000	-	137,420	-	34,355	34,355	171,775	2,860	
450 Air Quality / Environmental	17,070	4,910			-	5,100	-	-	-	-	-	-	26,400	53,480	-	13,370	13,370	66,850	1,110	
460 Iowa RPA-18	-	-			-	-	-	67,607	-	-	-	-	-	67,607	16,902		16,902	84,509	1,410	
470 Congestion Mgmt./Safety & Technology	13,340	2,930			-	7,260	-	-	-	-	-	-	-	23,530	5,883		5,883	29,413	490	
730 Heartland 2050 Regional Vision	20,450	3,930			-	-	-	-	-	-	-	-	-	24,380	6,095		6,095	30,475	510	
810 Publications	23,320	5,900			-	13,130	-	-	-	-	-	-	-	42,350	10,588		10,588	52,938	880	
840 Public Information and Communications	25,380	6,380			-	12,840	-	-	-	-	-	-	-	44,600	11,150		11,150	55,750	930	
940 Transportation Administration	29,370	2,740			4,410	15,780	3,500	-	-	-	-	-	-	55,800	13,950		13,950	69,750	1,160	
<b>Subtotal</b>	<b>503,812</b>	<b>71,549</b>	<b>-</b>	<b>-</b>	<b>22,910</b>	<b>265,205</b>	<b>34,151</b>	<b>67,607</b>	<b>-</b>	<b>30,000</b>	<b>20,000</b>	<b>50,000</b>	<b>34,400</b>	<b>1,099,634</b>	<b>100,338</b>	<b>174,571</b>	<b>274,911</b>	<b>1,374,545</b>	<b>22,910</b>	
<b>Contracts - MAPA Vendor Agreements</b>														<b>Federal</b>	<b>MAPA</b>	<b>Non-MAPA</b>	<b>Local</b>	<b>Total</b>	<b>Hours</b>	
420 Modeling On Call Services	20,000	-			-	-	-	-	-	-	-	-	-	20,000	5,000	-	5,000	25,000	200	
420 Aerial Photography	-	-			-	-	-	-	-	-	-	-	-	-	-	493,225	493,225	493,225	3,950	
440 Veteran's One Call Center Project	-	-			-	-	-	-	-	300,000	-	-	-	300,000	-	75,000	75,000	375,000	-	
440 Sarpy Transit Study	-	-			-	108,000	-	-	-	-	-	-	-	108,000	1,000	26,000	27,000	135,000	1,124	
450 Ozone Reduction Campaign	-	-			-	-	-	-	-	-	-	-	140,000	140,000	-	35,000	35,000	175,000	1,400	
450 Rideshare Software	10,000	-			-	-	-	-	-	-	-	-	-	10,000	2,500	-	2,500	12,500	100	
840 MAPA Website	14,320	-			-	-	-	-	-	-	-	-	-	14,320	3,580	-	3,580	17,900	140	
<b>Subtotal</b>	<b>44,320</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>108,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>-</b>	<b>-</b>	<b>140,000</b>	<b>592,320</b>	<b>12,080</b>	<b>629,225</b>	<b>641,305</b>	<b>1,233,625</b>	<b>6,774</b>	
<b>Contracts - Subrecipients or Agreements Paid Directly by Federal Awarding Agency</b>														<b>Federal</b>	<b>MAPA</b>	<b>Non-MAPA</b>	<b>Local</b>	<b>Total</b>	<b>Hours</b>	
410 Local Subrecipients	270,000	30,000			-	-	-	-	-	-	-	-	-	300,000	-	75,000	75,000	375,000	11,405	
420 Bike Safety Education (TE)	-	-			-	-	-	-	90,000	-	-	-	-	90,000	-	22,500	22,500	112,500	850	
420 Platteview Road Corridor Study	-	-			-	-	-	-	161,520	-	-	-	-	161,520	-	40,380	40,380	201,900	1,700	
420 HATS Summit	-	-			-	-	-	-	-	-	-	-	-	-	-	15,000	15,000	15,000	250	
440 Metro Transit Planning Activities	-	-			-	160,000	-	-	-	-	-	-	-	160,000	-	40,000	40,000	200,000	2,990	
440 JARC / New Freedom Grants	-	-			-	-	-	-	-	-	100,000	-	-	100,000	-	25,000	25,000	125,000	240	
440 5310 Grants	-	-			-	-	-	-	-	-	-	500,000	-	500,000	-	125,000	125,000	625,000	1,200	
450 Ozone Reduction Campaign	-	-			-	-	-	-	-	-	-	-	69,100	69,100	-	17,275	17,275	86,375	2,830	
<b>Subtotal</b>	<b>270,000</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,000</b>	<b>-</b>	<b>-</b>	<b>251,520</b>	<b>-</b>	<b>100,000</b>	<b>500,000</b>	<b>69,100</b>	<b>1,380,620</b>	<b>-</b>	<b>360,155</b>	<b>360,155</b>	<b>1,740,775</b>	<b>21,465</b>	
<b>Total</b>	<b>818,132</b>	<b>101,549</b>	<b>-</b>	<b>-</b>	<b>22,910</b>	<b>533,205</b>	<b>34,151</b>	<b>67,607</b>	<b>251,520</b>	<b>330,000</b>	<b>120,000</b>	<b>550,000</b>	<b>243,500</b>	<b>3,072,574</b>	<b>112,418</b>	<b>1,163,951</b>	<b>1,276,371</b>	<b>4,348,945</b>	<b>51,149</b>	

\* - Matching ratios for federal funds: Federal-80%, Local-20%

MAPA FY-2016 UPWP Transportation Year - End Revision Changes Table

Work Activity	Federal Funding													Local Match			Total	Hours	
	FHWA PL					FTA 5303/5304/5305		RPA-18	STP	FTA	FTA	FTA	CMAQ	Federal	MAPA	Non-MAPA			Local
	Neb	Iowa	NE	IA	Iowa	Neb	Iowa	SPR &	Neb	Veterans	JARC/NF	5310	Neb.	Funds					
FY-16	FY-16	5303	5303	C/O	FY-16	FY-16	5311		VTCLI				Subtotal			Subtotal			
<b>MAPA Activities</b>																			
140 Transportation Forums	(4,680)	(2,060)	-	-	-	100	-	-	-	-	-	-	-	(6,640)	(1,660)	-	(1,660)	(8,300)	(130)
150 Summit/Working Groups	(11,240)	440	-	-	-	440	-	-	-	-	-	-	-	(10,360)	(2,590)	-	(2,590)	(12,950)	(220)
170 Technical and Policy Education	1,060	1,289	-	-	-	(3,010)	7,381	-	-	-	-	-	-	6,720	-	1,680	1,680	8,400	140
180 Public Events and Workshops	(21,410)	(1,400)	-	-	-	(5,020)	-	-	-	-	-	-	-	(27,830)	(6,625)	(332)	(6,957)	(34,787)	(580)
190 MAPA Policy and Administrative Forums	(1,110)	1,480	-	-	-	(1,760)	-	-	-	-	-	-	-	(1,390)	-	(348)	(348)	(1,738)	(20)
410 Short Range Planning	4,560	(3,970)	-	-	(2,500)	2,540	-	-	-	-	-	-	-	630	-	158	158	788	10
420 Long Range Planning	44,830	(709)	-	-	2,500	44,015	4,920	-	-	-	-	-	-	95,556	19,619	4,270	23,889	119,445	1,990
430 Public Participation	8,360	2,660	-	-	-	4,690	-	-	-	-	-	-	-	15,710	3,926	-	3,926	19,636	330
440 Transit / Human Service Transportation	(6,720)	(500)	-	-	-	(35,705)	(12,301)	-	-	-	-	-	-	(55,226)	(5,681)	(8,126)	(13,807)	(69,033)	(1,150)
450 Air Quality / Environmental	(2,430)	(2,290)	-	-	-	(5,900)	-	-	-	-	-	-	-	(10,620)	(5,428)	2,773	(2,655)	(13,275)	(230)
460 Iowa RPA-18	-	-	-	-	-	-	-	10,000	-	-	-	-	-	10,000	2,500	-	2,500	12,500	210
470 Congestion Mgmt./Safety & Technology	(3,060)	400	-	-	-	3,460	-	-	-	-	-	-	-	800	201	-	201	1,001	20
730 Heartland 2050 Regional Vision	20,450	3,930	-	-	-	-	-	-	-	-	-	-	-	24,380	6,095	-	6,095	30,475	510
810 Publications	(8,180)	(400)	-	-	-	(3,870)	-	-	-	-	-	-	-	(12,450)	(3,112)	-	(3,112)	(15,562)	(260)
840 Public Information and Communications	3,380	2,580	-	-	-	5,740	-	-	-	-	-	-	-	11,700	2,925	-	2,925	14,625	240
940 Transportation Administration	(5,630)	(1,450)	-	-	-	(5,720)	-	-	-	-	-	-	-	(12,800)	(3,200)	-	(3,200)	(16,000)	(270)
<b>Subtotal</b>	<b>18,180</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>28,180</b>	<b>6,970</b>	<b>75</b>	<b>7,045</b>	<b>35,225</b>	<b>590</b>
<b>Contracts - MAPA Vendor Agreements</b>														<b>Federal</b>	<b>MAPA</b>	<b>Non-MAPA</b>	<b>Local</b>	<b>Total</b>	<b>Hours</b>
														<b>Subtotal</b>			<b>Subtotal</b>		
420 Modeling On Call Services	(20,000)	-	-	-	-	-	-	-	-	-	-	-	-	(20,000)	(5,000)	-	(5,000)	(25,000)	(200)
420 Aerial Photography	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
440 Veteran's One Call Center Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
440 Sarpy Transit Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
450 Ozone Reduction Campaign	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
450 Rideshare Software	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
840 MAPA Website	1,820	-	-	-	-	-	-	-	-	-	-	-	-	1,820	455	-	455	2,275	10
<b>Subtotal</b>	<b>(18,180)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(18,180)</b>	<b>(4,545)</b>	<b>-</b>	<b>(4,545)</b>	<b>(22,725)</b>	<b>(200)</b>
<b>Contracts - Subrecipients or Agreements Paid Directly by Federal Awarding Agency</b>														<b>Federal</b>	<b>MAPA</b>	<b>Non-MAPA</b>	<b>Local</b>	<b>Total</b>	<b>Hours</b>
														<b>Subtotal</b>			<b>Subtotal</b>		
410 Local Subrecipients	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
420 Bike Safety Education (TE)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
420 Platteview Road Corridor Study	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
420 HATS Summit	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
440 Metro Transit Planning Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
440 JARC / New Freedom Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
440 5310 Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
450 Ozone Reduction Campaign	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Subtotal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,000</b>	<b>2,425</b>	<b>75</b>	<b>2,500</b>	<b>12,500</b>	<b>390</b>

\* - Matching ratios for federal funds: Federal-80%, Local-20%

APPENDIX I

MAPA FY-2016 UPWP Transportation Budget Table As Previously Amended

Work Activity	Federal Funding														Local Match			Total	Hours		
	FHWA PL					FTA 5303/5304/5305				RPA-18	STP	FTA	FTA	FTA	CMAQ	Federal	MAPA			Non-MAPA	Local
	Neb	Iowa	NE	IA	Iowa	Neb	Iowa	SPR &	Neb	Veterans	JARC/NF	5310	Neb.	Funds	Subtotal	Subtotal					
FY-16	FY-16	5303	5303	C/O	FY-16	FY-16	5311		VTCLI												
<b>MAPA Activities</b>																					
140 Transportation Forums	15,700	5,400			-	5,500	-	-	-	-	-	-	-	26,600	6,650		6,650	33,250	550		
150 Summit/Working Groups	12,000				-	-	-	-	-	-	-	-	-	12,000	3,000		3,000	15,000	250		
170 Technical and Policy Education	20,000	7,500			-	13,660	-	-	-	-	-	-	-	41,160	-	10,290	10,290	51,450	860		
180 Public Events and Workshops	24,000	1,700			-	5,800	-	-	-	-	-	-	-	31,500	6,625	1,250	7,875	39,375	660		
190 MAPA Policy and Administrative Forums	49,000	10,700			-	28,850	-	-	-	-	-	-	-	88,550	-	22,138	22,138	110,688	1,840		
410 Short Range Planning	90,000	7,500			7,500	35,200	8,750	-	-	-	-	-	8,000	156,950	-	39,238	39,238	196,188	3,270		
420 Long Range Planning	123,532	11,429			11,000	39,300	8,750	-	-	-	-	-	-	194,011	-	48,503	48,503	242,514	4,040		
430 Public Participation	17,000	2,800			-	7,500	-	-	-	-	-	-	-	27,300	6,825		6,825	34,125	570		
440 Transit / Human Service Transportation	10,000	500			-	68,995	13,151	-	-	30,000	20,000	50,000	-	192,646	5,681	42,481	48,162	240,808	4,010		
450 Air Quality / Environmental	19,500	7,200			-	11,000	-	-	-	-	-	-	26,400	64,100	5,428	10,597	16,025	80,125	1,340		
460 Iowa RPA-18	-	-			-	-	-	57,607	-	-	-	-	-	57,607	14,402		14,402	72,009	1,200		
470 Congestion Mgmt./Safety & Technology	16,400	2,530			-	3,800	-	-	-	-	-	-	-	22,730	5,683		5,683	28,413	470		
730 Heartland 2050 Regional Vision																					
810 Publications	31,500	6,300			-	17,000	-	-	-	-	-	-	-	54,800	13,700		13,700	68,500	1,140		
840 Public Information and Communications	22,000	3,800			-	7,100	-	-	-	-	-	-	-	32,900	8,225		8,225	41,125	690		
940 Transportation Administration	35,000	4,190			4,410	21,500	3,500	-	-	-	-	-	-	68,600	17,150		17,150	85,750	1,430		
<b>Subtotal</b>	<b>485,632</b>	<b>71,549</b>	<b>-</b>	<b>-</b>	<b>22,910</b>	<b>265,205</b>	<b>34,151</b>	<b>57,607</b>	<b>-</b>	<b>30,000</b>	<b>20,000</b>	<b>50,000</b>	<b>34,400</b>	<b>1,071,454</b>	<b>93,368</b>	<b>174,496</b>	<b>267,864</b>	<b>1,339,318</b>	<b>22,320</b>		
<b>Contracts - MAPA Vendor Agreements</b>																					
420 Modeling On Call Services	40,000	-			-	-	-	-	-	-	-	-	-	40,000	10,000	-	10,000	50,000	400		
420 Aerial Photography	-	-			-	-	-	-	-	-	-	-	-	-	-	493,225	493,225	493,225	3,950		
440 Veteran's One Call Center Project	-	-			-	-	-	-	-	300,000	-	-	-	300,000	-	75,000	75,000	375,000	-		
440 Sarpy Transit Study	-	-			-	108,000	-	-	-	-	-	-	-	108,000	1,000	26,000	27,000	135,000	1,124		
450 Ozone Reduction Campaign	-	-			-	-	-	-	-	-	-	-	140,000	140,000	-	35,000	35,000	175,000	1,400		
450 Rideshare Software	10,000	-			-	-	-	-	-	-	-	-	-	10,000	2,500	-	2,500	12,500	100		
840 MAPA Website	12,500	-			-	-	-	-	-	-	-	-	-	12,500	3,125	-	3,125	15,625	130		
<b>Subtotal</b>	<b>62,500</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>108,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>300,000</b>	<b>-</b>	<b>-</b>	<b>140,000</b>	<b>610,500</b>	<b>16,625</b>	<b>629,225</b>	<b>645,850</b>	<b>1,256,350</b>	<b>6,974</b>		
<b>Contracts - Subrecipients or Agreements Paid Directly by Federal Awarding Agency</b>																					
410 Local Subrecipients	270,000	30,000			-	-	-	-	-	-	-	-	-	300,000	-	75,000	75,000	375,000	11,405		
420 Bike Safety Education (TE)	-	-			-	-	-	-	90,000	-	-	-	-	90,000	-	22,500	22,500	112,500	850		
420 Platteview Road Corridor Study	-	-			-	-	-	-	161,520	-	-	-	-	161,520	-	40,380	40,380	201,900	1,700		
420 HATS Summit	-	-			-	-	-	-	-	-	-	-	-	-	-	15,000	15,000	15,000	250		
440 Metro Transit Planning Activities	-	-			-	160,000	-	-	-	-	-	-	-	160,000	-	40,000	40,000	200,000	2,990		
440 JARC / New Freedom Grants	-	-			-	-	-	-	-	-	100,000	-	-	100,000	-	25,000	25,000	125,000	240		
440 5310 Grants	-	-			-	-	-	-	-	-	-	500,000	-	500,000	-	125,000	125,000	625,000	1,200		
450 Ozone Reduction Campaign	-	-			-	-	-	-	-	-	-	-	69,100	69,100	-	17,275	17,275	86,375	2,830		
<b>Subtotal</b>	<b>270,000</b>	<b>30,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>160,000</b>	<b>-</b>	<b>-</b>	<b>251,520</b>	<b>-</b>	<b>100,000</b>	<b>500,000</b>	<b>69,100</b>	<b>1,380,620</b>	<b>-</b>	<b>360,155</b>	<b>360,155</b>	<b>1,740,775</b>	<b>21,465</b>		
<b>Total</b>	<b>818,132</b>	<b>101,549</b>	<b>-</b>	<b>-</b>	<b>22,910</b>	<b>533,205</b>	<b>34,151</b>	<b>57,607</b>	<b>251,520</b>	<b>330,000</b>	<b>120,000</b>	<b>550,000</b>	<b>243,500</b>	<b>3,062,574</b>	<b>109,993</b>	<b>1,163,876</b>	<b>1,273,869</b>	<b>4,336,443</b>	<b>50,759</b>		

**MAPA TRAVEL AUTHORIZATION FORM**

Project : \_\_\_\_\_ Date of Travel : July 31, 2016 - August 3, 2016

Request for Travel To: Economic Development Conference - Denver, CO and return.

Purpose: "Create. Challenge. Change." - Economic Development Conference Denver Region

Persons Traveling: Michael Felschow & Grant Anderson

Submitted by: \_\_\_\_\_ Date Submitted: 05/13/16

Standard Request:

Lodging: Actual \_\_\_\_\_

Meals: Actual \_\_\_\_\_

Special Request

Request Prepaid Registration  
(20 days prior notification) \_\_\_\_\_

\_\_\_\_\_ Purchase Order Attached  
if Separate Check Required

Date Approved: \_\_\_\_\_ by \_\_\_\_\_  
Department Director

Date Approved: 5-19-16 by [Signature]  
Executive Director

Date Approved: \_\_\_\_\_ by \_\_\_\_\_  
Finance Committee Chairman

- If travel is outside of MAPA five-county area or expenses exceed those listed in the Administrative Procedures, Travel Authorization and Travel Expense Forms are to be approved in advance.
- Complete Travel Expense Form and submit along with Travel Authorization Form.
- Attach meeting/conference information letter or brochure.

## MAPA TRAVEL EXPENSE FORM

Name Michael Felschow & Grant Anderson

Destination Denver, Colorado

Purpose of Trip Economic Development Conference

Inclusive Dates 7/31/2016 through 8/3/2016

Expense Item	Estimated Cost	Prepaid Advance	Actual Cost*
Round-trip Transportation MAPA Auto ( ) Personal auto use requested ( )	\$ <u>830.00</u>	\$ _____	\$ _____
Transportation at Destination	_____	_____	_____
Registration Fee @ \$325	<u>650.00</u>	_____	_____ (P.O.)
Hotel @ \$200.00	<u>1200.00</u>	_____	_____
Telephone	_____	_____	_____
Meals @ \$69 per day	<u>552.00</u>	_____	_____
Other:			
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
-----			
TOTAL:	\$ <u>3232.00</u>	\$ _____	\$ _____
-----			

Prepaid Advance \$ \_\_\_\_\_

\* To Be substantiated by an Expense Form



<b>MAPA Insurance Renewal Summary</b> <b>2016-2017</b>
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	Expiring Premium	Renewal Premium	Difference
<b>Business Owner's Package (BOP) - 7/1/16 Renewal</b>			
\$1M Occurrence/\$2M Aggregate / \$250 Deductible The Hartford			
Billed directly by The Hartford	\$ 3,535.00	\$ 3,734.00	
General Liability, Property, & Umbrella EPLI \$10K Deductible			
	\$0.00	\$0.00	
	\$ 3,535.00	\$ 3,734.00	\$199.00 6%
<b>Workers Compensation - 7/1/16 Renewal</b>			
The Hartford	\$1,808.00	\$1,786.00	(\$22.00)
Billed directly by The Hartford			-1%
<i>Workcomp renewal will not be issued until Late May. Expect rates/premium to remain flat. Current payroll is listed at \$888,600. Should payroll be adjusted?</i>			
<b>Director's and Officers (D&amp;O) - 6/30/16 Renewal</b>			
Altru	\$3,882.00	\$3,882.00	\$0.00 0%
<b>Commercial Auto - 7/1/16 Renewal</b>			
\$1M CSL/ <u>\$500 Deductible</u> 2006 Ford, 2010 Ford, 2016 Ford (Added)			
The Hartford	\$2,529.00	\$5,248.00	
Billed directly by The Hartford	Annualized \$1,611.43		
Ford Added Nov 2015	End		
Hired & Nonowned			
	\$4,140.43	\$5,248.00	\$1,107.57 Added 3rd Unit 27%
<b>Crime Bond - 1/1/16 Renewal</b>			
The Hartford	\$443	\$443	\$0.00
<b>Total Premium</b>	<b>\$ 13,808.43</b>	<b>\$ 15,093.00</b>	<b>\$1,284.88</b> 9%

**MAPA Coverage Comparison 2016-2017**

**Business Owners Policy**

**Hartford**  
**A Rated Carrier**

**Property**

Building	\$0
BPP	\$293,500
Money & Securities	\$10,000/\$5,000
Computers & Media	\$100,000
Business Income	Included
Extra Expense	Included

**General Liability**

Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$2,000,000
Damage to Rented Premises	\$300,000
Medical Expenses - One Person	\$10,000
Employment Practices Liability	\$5,000
Retroactive Date	7/1/1999

**Umbrella**

Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products - Completed Operations	\$1,000,000
Bodily Injury by Disease	\$1,000,000

*Supplemental To* General Liability  
Auto Liability  
Employers Liability (workers compensation)

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**Business Auto Policy**

**Hartford**  
**A Rated Carrier**

CSL	\$1,000,000
UM/UIM	\$1,000,000
Medical Payments	\$2,000
Comp	\$500 Deductible
Coll	\$500 Deductible
Vehicles	2006 Ford #54025 2010 Ford #02858 2016 Ford

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**Directors & Officers Policy**

**Old Republic**  
**A Rated Carrier**

Limit	\$1,000,000
Retention	\$5,000
Prior Litigation Date	6/30/2004
Policy Exclusion	Workplace Violence

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**Workers' Compensation Policy**

**Hartford**  
**A Rated Carrier**

Bodily Injury by Accident	\$500,000	each accident
Bodily Injury by Disease	\$500,000	policy limit
Bodily Injury by Disease	\$500,000	each employee

<b>Class Code/Description</b>	<b>Estimated Payroll</b>	<b>Estimated Premium</b>
8810 - Clerical Employees	\$888,600	

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**Crime Bond**

**Hartford**  
**A Rated Carrier**

Limit	\$500,000
<b>Premium</b>	<b>\$443</b>

MAPA CONTRACT COVER PLATE  
(Amendment 1)

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA and Olsson Associates
2. Project Number and Title: 16604400101 – Sarpy County Transit Planning – FY16
3. Effective Date: December 10, 2015
4. Completion Date: January 31, 2017

CONTRACT PARTIES

5. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska, 68102
6. Consultant Name and Address: Olsson Associates  
2111 S 67<sup>th</sup> St, #200  
Omaha, NE 68106

ACCOUNTING DATA

7. Contract - For an amount not to exceed \$ 135,000

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board Approval -
9. Date of Consultant Approval -

AMENDMENT TO THE AGREEMENT BETWEEN  
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY  
AND  
OLSSON ASSOCIATES

This amendatory agreement made and entered into as of this tenth day of December, 2015 by and between Olsson Associates, 2111 S 67<sup>th</sup> Street, #200, Omaha, NE 68106 (herein called "Consultant") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH:

WHEREAS, the Planning Agency and the Consultant entered into an agreement dated December 10, 2015 and,

WHEREAS, the parties to that Amendment now desire to amend the project budget as shown in Attachment C: Project Budget and referenced in paragraph "5. Compensation" on page 3.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Attachment C: Project Budget of said Agreement dated December 10, 2015 be and is hereby amended to read as attached.

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on December 10, 2015 shall be unchanged and remain in full force and effect.

IN WITNESS WHEREOF the Planning Agency and the Consultant have executed this Contract as of the date first above written.

OLSSON ASSOCIATES

Attest: \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
Title

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest: \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date: \_\_\_\_\_  
Executive Director



# MAPA - Sarpy County Transit Feasibilit

	CDM Smith			VIREO				TOTAL
	Principal	Senior Planner	Sub-total	Admin	Planner	Senior Planner	Sub-total	
<b>Phase I - Identify Needs and Desired Characteristics</b>								
<b>Task 1: Project Management and Coordination</b>								
1.1 Kick-off Meeting		2	2			4	4	16
1.2 Detailed Work Plan	2	4	6			2	2	14
1.3 Ongoing Project Monitoring Activities	6	12	18				0	67
1.4 Stakeholder Meetings			0	2	8	10	20	44
1.5 Public engagement			0	2	8	10	20	30
1.6 Establishment of Goals and Objectives		2	2			2	2	18
Travel Time			0			10	10	10
<b>Task 2: Market Analysis</b>								
2.1 Existing System Analysis		4	4				0	92
2.2 Field Review			0				0	32
2.3 Peer Community Review	12	40	52				0	60
2.3 Stakeholder Input			0	2	8	8	18	38
2.4 Public Input			0	2	8	8	18	40
2.5 Assessment of Transit Need			0				0	48
Travel Time			0			6	6	6
<b>Phase II - Develop Transit Options/Concepts/Alternatives</b>								
<b>Task 3: Visioning</b>								
3.2 Key Stakeholder Visioning Session	2	6	8	4	20	25	49	85
3.1 Public Visioning Session			0	4	20	25	49	57
Travel Time			0		6	6	12	16
<b>Task 4: Service Design Guidelines</b>								
6.2 Service Design Guidelines		8	8				0	52
<b>Task 5: Alternatives and Recommendations</b>								
5.1 Develop Transit Service Alternatives			0				0	80
<b>Phase III - Validate and Select Preferred Alternative/Develop</b>								
<b>Task 6: Preferred Transit Service Alternative</b>								
6.1 Public Input			0	2	8	12	22	42
6.2 Stakeholder Meetings			0	2	8	12	22	35
6.3 Identification of Preferred Alternative			0				0	22
6.4 Funding Analysis			0				0	24
6.5 Develop Implementation Strategies			0				0	44
Travel Time			0			6	6	6
<b>Task 7: Draft Report</b>								
7.1 Draft Report Preparation and Review	4	8	12				0	68
<b>Task 8: Final Report</b>								
8.1 Final Report Preparation and Review	2	2	4				0	
<b>Cost</b>								
Hours	28	88	116	20	94	146	260	1094
Labor Rate	\$ 73.15	\$ 40.00		\$ 19.71	\$ 26.18	\$ 29.57		
Overhead	172.50%	172.50%		182.13%	182.13%	182.13%		
Profit	13.15%	13.15%		13.15%	13.15%	13.15%		
Billable Rate	\$ 225.55	\$ 123.33		\$ 62.92	\$ 83.57	\$ 94.40		
Total labor cost	\$ 6,315.29	\$ 10,853.35	\$ 17,168.64	\$ 1,258.41	\$ 7,856.00	\$ 13,781.87	\$ 22,896.27	\$ 130,660.15
Expenses			\$ 316.00				\$ 1,890.00	\$ 4,339.62
<b>Total cost</b>			\$ 17,484.64				\$ 24,786.27	\$ 134,999.77



## FY17 Funds Budget

	FY17			FY16			Increase/ (Decrease) FY16-FY17
	Gross Award	Less Pass Through/Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
<b>Federal Grants</b>							
<b>Transportation</b>							
FHWA - Nebraska PL	1,038,839	413,810	625,029	858,132	332,500	525,632	99,397
FHWA- CMAQ	329,000	311,400	17,600	243,500	209,100	34,400	(16,800)
FHWA - IDOT, MPO PL	149,937	35,000	114,937	124,459	30,000	94,459	20,478
FHWA - STP/TE	370,000	370,000	-	251,520	251,520	-	-
FHWA - IDOT, RPA SPR	40,904	-	40,904	44,342	-	44,342	(3,438)
FHWA - STP Admin	-	-	-	-	-	-	-
ATCMTD HMEP	64,000	64,000	-	-	-	-	-
FTA - 5310 Funding	618,000	550,000	68,000	550,000	500,000	50,000	18,000
FTA - Veteran's Admin	330,000	300,000	30,000	330,000	300,000	30,000	-
FTA - Nebraska 5305d	416,780	152,000	264,780	433,481	225,457	208,024	56,756
FTA - JARC/NF Grants	100,000	100,000	-	120,000	100,000	20,000	(20,000)
FTA - IDOT MPO 5305d	34,722	-	34,722	34,151	-	34,151	571
FTA - IDOT RPA 5311	22,324	-	22,324	23,265	-	23,265	(941)
<b>Subtotal Transportation Federal Grants</b>	<b>3,514,506</b>	<b>2,296,210</b>	<b>1,218,296</b>	<b>3,012,850</b>	<b>1,948,577</b>	<b>1,064,273</b>	<b>154,023</b>
<b>Community Development</b>							
EPA - Brownfields	160,200	120,000	40,200	268,000	250,000	18,000	22,200
Economic Development							
Administration	66,000	-	66,000	60,000	-	60,000	6,000
Dept. of Defense - JLUS	64,143	-	64,143	-	-	-	64,143
<b>Subtotal Comm Dev Federal Grants</b>	<b>290,343</b>	<b>120,000</b>	<b>170,343</b>	<b>328,000</b>	<b>250,000</b>	<b>78,000</b>	<b>92,343</b>
<b>Total Federal Grants</b>	<b>3,804,849</b>	<b>2,416,210</b>	<b>1,388,639</b>	<b>3,340,850</b>	<b>2,198,577</b>	<b>1,142,273</b>	<b>246,366</b>
<b>State Funding</b>							
<b>Community Development</b>							
Nebraska DED	81,391	-	81,391	-	-	-	81,391
Iowa COG Assistance	12,000	-	12,000	12,000	-	12,000	-
	<b>93,391</b>	<b>-</b>	<b>93,391</b>	<b>12,000</b>	<b>-</b>	<b>12,000</b>	<b>81,391</b>



## FY17 Funds Budget

	FY17			FY16			Increase/ (Decrease) FY16-FY17
	Gross Award	Less Pass Through/Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
<b>Local Funding</b>							
<b>Transportation</b>							
RPA County Dues	5,500		5,500	9,000	-	9,000	(3,500)
Aerial Photography	462,233	462,233	(0)	493,225	493,225	-	(0)
Transfer from Aerial Photography	-		-	-	-	-	-
Omaha Active Transportation Coordinator	10,000		10,000	10,000	-	10,000	-
Pottawattamie Co. Transportation Master Plan	12,000		12,000				
5310/JARC Grants - In-kind	170,000	170,000	-	150,000	150,000	-	-
Transit Studies	13,500	13,500	-	106,364	106,364	-	-
Platteview Road Study Match	170,000	170,000	-				
STP Local Match	92,500	92,500	-	62,880	62,880	-	-
ATCMTD HMEP Match	16,000	16,000	-				
In-kind Match-NE PL	116,100	116,100	-	273,881	100,000	173,881	(173,881)
In-kind Match-IA PL	15,050	15,050	-				
In-kind Match - NE FTA	42,000	42,000	-				
In-kind Match - Veteran's	100,000	100,000	-				
In-kind Match - JARC/NF	25,000	25,000	-				
In-kind Match-CMAQ	9,000	9,000	-				
CMAQ Match	73,250	-	73,250	60,875	52,275	8,600	64,650
HATS Summit	-		-	15,000	15,000	-	-
<b>Subtotal Transportation Local Funding</b>	<b>1,332,133</b>	<b>1,231,383</b>	<b>100,750</b>	<b>1,181,225</b>	<b>979,744</b>	<b>201,481</b>	<b>(112,731)</b>
<b>Community Development</b>							
JLUS Local Match	8,000	-	8,000	-	-	-	8,000
Existing Comm Dev Contracts	420,425	414,675	5,750	88,311	-	88,311	(82,561)
New Comm Dev Contracts	62,000	-	62,000	50,000	-	50,000	12,000
<b>Subtotal Comm Dev Local Funding</b>	<b>490,425</b>	<b>414,675</b>	<b>75,750</b>	<b>138,311</b>	<b>-</b>	<b>138,311</b>	<b>(62,561)</b>





## FY17 Funds Budget

	FY17			FY16			Increase/ (Decrease) FY16-FY17
	Gross Award	Less Pass Through/Vendor Agreements	Net Award	Gross Award	Less Pass Through/ Vendor Agreements	Net Award	
<b>Heartland 2050</b>							
Member Contributions	88,000	-	88,000	97,000	-	97,000	(9,000)
Foundations	73,500	9,360	64,140	60,000	-	60,000	4,140
<b>Subtotal H2050 Local Funding</b>	<b>161,500</b>	<b>9,360</b>	<b>152,140</b>	<b>157,000</b>	<b>-</b>	<b>157,000</b>	<b>(4,860)</b>
<b>General</b>							
County Memberships	366,819	-	366,819	349,352	-	349,352	17,467
Cash Reserves	-	-	-	-	-	-	-
Administrative Fees on Contracts	30,041	-	30,041	18,000	-	18,000	12,041
Event Registrations	7,000	-	7,000	7,000	-	7,000	-
<b>Subtotal General Local Funding</b>	<b>403,860</b>	<b>-</b>	<b>403,860</b>	<b>374,352</b>	<b>-</b>	<b>374,352</b>	<b>29,508</b>
<b>Total Local Funding</b>	<b>2,387,918</b>	<b>1,655,418</b>	<b>732,500</b>	<b>1,850,888</b>	<b>979,744</b>	<b>871,144</b>	<b>(150,644)</b>
<b>Total Funding</b>	<b>6,286,158</b>	<b>4,071,628</b>	<b>2,214,530</b>	<b>5,203,738</b>	<b>3,178,321</b>	<b>2,025,417</b>	<b>177,113</b>
Transportation	4,846,639	3,527,593	1,319,046	4,194,075	2,928,321	1,265,754	41,292
Community Development	874,159	534,675	339,484	478,311	250,000	228,311	111,173
Heartland 2050	161,500	9,360	152,140	157,000	-	157,000	(4,860)
General	403,860	-	403,860	374,352	-	374,352	29,508
	6,286,158	4,071,628	2,214,530	5,203,738	3,178,321	2,025,417	177,113
						Percent increase	9%

5/12/2016

	<u>FY2016</u>	<u>FY2017</u>		Variance to PY	% Variance to PY
	<u>Modified Budget</u>	<u>Original</u>			
<b>Funds Available for MAPA</b>	\$ 5,265,893	\$ 6,286,158		\$ 1,020,265	19%
<b>Personnel Expenses</b>					
Direct Salaries and Benefits	\$ 1,241,546	\$ 1,416,200	22.5%	\$ 174,654	14%
Indirect Salaries and Benefits	310,387	353,997	5.6%	43,610	14%
<b>Total Personnel</b>	<b>\$ 1,551,933</b>	<b>\$ 1,770,197</b>	<b>28.2%</b>	<b>\$ 218,264</b>	<b>14%</b>
Non-Personnel	3,713,960	4,515,961	71.8%	802,001	22%
<b>Total MAPA</b>	<b>\$ 5,265,893</b>	<b>\$ 6,286,158</b>	<b>100.0%</b>	<b>\$ 1,020,265</b>	<b>19%</b>
<b>Non Personnel Expenses</b>					
5010 Outside Office Help	\$ 5,000	\$ -	0.0%	\$ (5,000)	-100%
5200 Public Notices/Adv	8,500	15,000	0.2%	6,500	76%
5210 Member/Reference	20,000	21,000	0.3%	1,000	5%
5220 Printing	30,000	35,000	0.6%	5,000	17%
5300 Insurance	15,000	16,000	0.3%	1,000	7%
5310 Data	35,000	37,000	0.6%	2,000	6%
5320 Professional Services	34,000	36,000	0.6%	2,000	6%
5500 Equipment/Maintenance/Rental	8,750	9,000	0.1%	250	3%
5600 Annual Dinner/Forums	40,000	42,000	0.7%	2,000	5%
5650 Miscellaneous	1,500	1,593	0.0%	93	6%
5700 Postage	5,000	5,500	0.1%	500	10%
5710 Supplies	18,500	19,500	0.3%	1,000	5%
5730 Bank Charges	500	1,000	0.0%	500	100%
5800 Rent	67,680	69,040	1.1%	1,360	2%
5810 Telephone	2,500	10,000	0.2%	7,500	300%
5900 Travel/Prof. Dev	81,905	81,900	1.3%	(5)	0%
5950 Capital Outlay	50,000	25,000	0.4%	(25,000)	-50%
Transfer to Officials Fund	12,000	12,600	0.2%	600	5%
Transfer to Capital Fund	6,000	7,200	0.1%	1,200	20%
Subtotal MAPA Non Personnel	<b>\$ 441,835</b>	<b>\$ 444,333</b>	<b>7.1%</b>	<b>\$ 2,498</b>	<b>1%</b>
5400 MAPA Contracts	1,257,469	1,677,478	26.7%	420,009	33%
5420 Pass Through Contracts	1,740,775	1,824,500	29.0%	83,725	5%
5440 In-kind Expense	273,881	569,650	9.1%	295,769	108%
Subtotal Contracts and Pass Through	<b>\$ 3,272,125</b>	<b>\$ 4,071,628</b>	<b>64.8%</b>	<b>\$ 799,503</b>	<b>24%</b>
<b>Total Non Personnel</b>	<b>\$ 3,713,960</b>	<b>\$ 4,515,961</b>	<b>71.8%</b>	<b>\$ 802,001</b>	<b>22%</b>



MAPA Draft FY - 2017 UPWP Budget Table

Work Activity	Transportation																Total Transportation Funding
	FHWA PL			FTA 5303/5304/5305			RPA-18	Neb STP	Iowa STP	ATCMTD HMEP	FTA Veterans VTCLI	FTA JARC/NF	FTA 5310	Neb CMAQ	Aerial Photography		
	Neb FY-17	Iowa FY-17	Iowa C/O	Neb FY-17	Neb CO	Iowa FY-17	Iowa SPR & 5311										
<b>MAPA Activities</b>																	
140 Transportation Forums	\$ 12,322	\$ 1,620	\$ 1,000	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,242	
170 Technical and Policy Education	29,275	10,542	7,210	12,980	-	-	-	-	-	-	-	-	-	-	-	60,007	
180 Public Events and Workshops	3,720	150	150	750	-	-	-	-	-	-	-	-	-	-	-	4,770	
190 MAPA Policy Administrative Forums	68,650	6,850	4,125	28,700	-	-	-	-	-	-	-	-	-	-	-	108,325	
410 Short-Range Planning	105,660	9,960	5,400	37,050	-	14,703	-	-	-	-	-	-	-	-	-	172,773	
420 Long-Range Planning	241,926	18,915	12,700	76,250	-	14,700	-	-	-	-	-	-	-	-	-	364,491	
430 Public Participation	34,250	2,850	1,750	12,000	-	-	-	-	-	-	-	-	-	-	-	50,850	
440 Transit/Human Service Transportation	6,070	550	350	32,800	-	5,200	-	-	-	-	37,500	-	68,000	-	-	150,470	
450 Air Quality Environmental	24,481	2,900	1,750	6,050	-	-	-	-	-	-	-	-	-	90,850	-	126,031	
460 Iowa Regional Planning Affiliation-18	-	-	-	-	-	-	79,035	-	-	-	-	-	-	-	-	79,035	
470 Congestion MGMT/ Safety & Technology	20,095	1,970	1,200	7,820	-	-	-	-	-	-	-	-	-	-	-	31,085	
710 Community Development Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
720 Economic Development Assistance	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
730 Heartland 2050 Regional Vision	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
810 Publications	33,410	3,245	2,000	13,550	-	-	-	-	-	-	-	-	-	-	-	52,205	
840 Public Information and Communications	33,460	3,600	2,200	13,275	-	-	-	-	-	-	-	-	-	-	-	52,535	
920 Community Development Administration	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
940 Transportation Administration	35,710	5,800	3,400	15,700	-	3,800	-	-	-	-	-	-	-	-	-	64,410	
<b>Subtotal MAPA Activities</b>	<b>\$ 649,029</b>	<b>\$ 68,952</b>	<b>\$ 43,235</b>	<b>\$ 262,225</b>	<b>\$ -</b>	<b>\$ 38,403</b>	<b>\$ 79,035</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,500</b>	<b>\$ -</b>	<b>\$ 68,000</b>	<b>\$ 90,850</b>	<b>\$ -</b>	<b>\$ 1,337,229</b>	
<b>Contracts and Subrecipients</b>																	
41007 - Metro Area Aerial Photography	\$ 125,413	\$ 11,626	\$ 10,809	\$ 45,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,385	\$ 462,233	
41010 - Douglas County GIS Activities	117,260	-	-	-	-	-	-	-	-	-	-	-	-	-	-	117,260	
41011 - Omaha Public Works Traffic Counting	90,090	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90,090	
41012 - Omaha Planning Activities	85,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85,800	
41013 - Sarpy County Planning & GIS Activities	92,950	-	-	-	-	-	-	-	-	-	-	-	-	-	-	92,950	
41015 - Pottawattamie County GIS Activities	-	50,050	-	-	-	-	-	-	-	-	-	-	-	-	-	50,050	
42000 - Platteview Road Analysis Study	250,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	
42006 - Live Well Omaha Bike Education	-	-	-	-	-	-	-	112,500	-	-	-	-	-	-	-	112,500	
42009 - H2050 Mini Grants	-	-	-	-	-	-	-	250,000	100,000	-	-	-	-	-	-	350,000	
42010 - On-Call Modeling	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	
42009 - H2050 Website	16,000	2,750	-	6,250	-	-	-	-	-	-	-	-	-	-	-	25,000	
44003 - 5310 - JARC Administration	-	-	-	-	-	-	-	-	-	-	-	125,000	720,000	-	-	845,000	
44004 - Mobility Coordination	-	-	-	-	-	-	-	-	-	-	400,000	-	-	-	-	400,000	
44006 - Metro Transit Activities	-	-	-	140,000	-	-	-	-	-	-	-	-	-	-	-	140,000	
44011 - Sarpy County Transit Study	-	-	-	-	67,500	-	-	-	-	-	-	-	-	-	-	67,500	
45001 - Rideshare / Travel Demand Management	13,810	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,810	
45002 - Air Quality Activities	-	-	-	-	-	-	-	-	-	-	-	-	-	320,400	-	320,400	
47001 - TIM Plan Update	-	-	-	-	-	-	-	-	-	80,000	-	-	-	-	-	80,000	
71001 - Cities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
71012 - Environmental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
730 Heartland 2050 Regional Vision	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Subtotal Contracts and Subrecipients</b>	<b>\$ 816,323</b>	<b>\$ 64,426</b>	<b>\$ 10,809</b>	<b>\$ 191,250</b>	<b>\$ 67,500</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 362,500</b>	<b>\$ 100,000</b>	<b>\$ 80,000</b>	<b>\$ 400,000</b>	<b>\$ 125,000</b>	<b>\$ 720,000</b>	<b>\$ 320,400</b>	<b>\$ 264,385</b>	<b>\$ 3,527,593</b>	
<b>Total</b>	<b>\$ 1,465,352</b>	<b>\$ 133,378</b>	<b>\$ 54,044</b>	<b>\$ 453,475</b>	<b>\$ 67,500</b>	<b>\$ 43,403</b>	<b>\$ 79,035</b>	<b>\$ 362,500</b>	<b>\$ 100,000</b>	<b>\$ 80,000</b>	<b>\$ 437,500</b>	<b>\$ 125,000</b>	<b>\$ 788,000</b>	<b>\$ 411,250</b>	<b>\$ 264,385</b>	<b>\$ 4,864,822</b>	
Total Hours	29,310	2,670	1,080	9,070	1,350	870	1,580	7,250	2,000	1,600	8,750	2,500	15,760	8,230	5,290	97,310	
<b>Funding Sources</b>																	
Federal	\$ 1,038,839	\$ 106,702	\$ 43,235	\$ 362,780	\$ 54,000	\$ 34,722	\$ 63,228	\$ 290,000	\$ 80,000	\$ 64,000	\$ 330,000	\$ 100,000	\$ 618,000	\$ 329,000	\$ -	\$ 3,514,506	
Match %	71%	80%	80%	80%	80%	80%	80%	80%	80%	80%	75%	80%	78%	80%	0%	72%	
Match Funding																	
In-kind	\$ 116,100	\$ 15,050	\$ -	\$ 42,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 170,000	\$ 9,000	\$ -	\$ 477,150	
Aerial Photography	125,413	11,626	10,809	45,000	-	5,000	-	-	-	-	-	-	-	-	-	197,848	
Pott Co Master Plan	-	-	-	-	-	-	12,000	-	-	-	-	-	-	-	-	12,000	
State	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Local Cash	185,000	-	-	3,695	13,500	3,681	3,807	72,500	20,000	16,000	7,500	-	-	73,250	264,385	663,318	
Subtotal Match	\$ 426,513	\$ 26,676	\$ 10,809	\$ 90,695	\$ 13,500	\$ 8,681	\$ 15,807	\$ 72,500	\$ 20,000	\$ 16,000	\$ 107,500	\$ 25,000	\$ 170,000	\$ 82,250	\$ 264,385	\$ 1,350,316	
Match %	29%	20%	20%	20%	20%	20%	20%	20%	20%	20%	25%	20%	22%	20%	100%	28%	

Work Activity	Community Development									
	EPA	EDA	Foundations	JLUS	NDED	IACOG	Dues	Total Community Development	Total Funding	Hours
<b>MAPA Activities</b>										
140 Transportation Forums	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,242	400
170 Technical and Policy Education	-	-	-	-	-	-	1,840	1,840	61,847	1,240
180 Public Events and Workshops	-	-	-	-	-	-	295	295	5,065	100
190 MAPA Policy Administrative Forums	-	-	-	-	-	-	4,482	4,482	112,807	2,260
410 Short-Range Planning	-	-	-	-	-	-	-	-	172,773	3,460
420 Long-Range Planning	-	-	-	-	-	-	-	-	364,491	7,290
430 Public Participation	-	-	-	-	-	-	-	-	50,850	1,020
440 Transit/Human Service Transportation	-	-	-	-	-	-	-	-	150,470	3,010
450 Air Quality Environmental	-	-	-	-	-	-	-	-	126,031	2,520
460 Iowa Regional Planning Affiliation-18	-	-	-	-	-	-	-	-	79,035	1,580
470 Congestion MGMT/ Safety & Technology	-	-	-	-	-	-	-	-	31,085	620
710 Community Development Assistance	40,200	3,000	5,750	71,270	-	12,000	271,184	403,404	403,404	8,070
720 Economic Development Assistance	-	129,000	-	-	81,391	-	-	210,391	210,391	4,210
730 Heartland 2050 Regional Vision	-	-	64,140	-	-	-	178,621	242,761	242,761	4,860
810 Publications	-	-	-	-	-	-	-	-	52,205	1,040
840 Public Information and Communications	-	-	-	-	-	-	-	-	52,535	1,050
920 Community Development Administration	-	-	-	-	-	-	14,128	14,128	14,128	280
940 Transportation Administration	-	-	-	-	-	-	-	-	64,410	1,290
<b>Subtotal MAPA Activities</b>	<b>\$ 40,200</b>	<b>\$ 132,000</b>	<b>\$ 69,890</b>	<b>\$ 71,270</b>	<b>\$ 81,391</b>	<b>\$ 12,000</b>	<b>\$ 470,550</b>	<b>\$ 877,301</b>	<b>\$ 2,214,530</b>	<b>44,290</b>
<b>Contracts and Subrecipients</b>										
41007 - Metro Area Aerial Photography	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 462,233	9,240
41010 - Douglas County GIS Activities	-	-	-	-	-	-	-	-	117,260	2,350
41011 - Omaha Public Works Traffic Counting	-	-	-	-	-	-	-	-	90,090	1,800
41012 - Omaha Planning Activities	-	-	-	-	-	-	-	-	85,800	1,720
41013 - Sarpy County Planning & GIS Activities	-	-	-	-	-	-	-	-	92,950	1,860
41015 - Pottawattamie County GIS Activities	-	-	-	-	-	-	-	-	50,050	1,000
42000 - Platteview Road Analysis Study	-	-	-	-	-	-	-	-	250,000	5,000
42006 - Live Well Omaha Bike Education	-	-	-	-	-	-	-	-	112,500	2,250
42009 -H2050 Mini Grants	-	-	-	-	-	-	-	-	350,000	7,000
42010 -On-Call Modeling	-	-	-	-	-	-	-	-	25,000	500
42009 -H2050 Website	-	-	-	-	-	-	-	-	25,000	500
44003 - 5310 - JARC Administration	-	-	-	-	-	-	-	-	845,000	16,900
44004 - Mobility Coordination	-	-	-	-	-	-	-	-	400,000	8,000
44006 - Metro Transit Activities	-	-	-	-	-	-	-	-	140,000	2,800
44011 - Sarpy County Transit Study	-	-	-	-	-	-	-	-	67,500	1,350
45001 - Rideshare / Travel Demand Management	-	-	-	-	-	-	-	-	13,810	280
45002 - Air Quality Activities	-	-	-	-	-	-	-	-	320,400	6,410
47001 - TIM Plan Update	-	-	-	-	-	-	-	-	80,000	1,600
71001 - Cities	-	-	414,675	-	-	-	-	414,675	414,675	8,290
71012 - Environmental	120,000	-	-	-	-	-	-	120,000	120,000	2,400
730 Heartland 2050 Regional Vision	-	-	9,360	-	-	-	-	9,360	9,360	190
<b>Subtotal Contracts and Subrecipients</b>	<b>\$ 120,000</b>	<b>\$ -</b>	<b>\$ 424,035</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 544,035</b>	<b>\$ 4,071,628</b>	<b>81,440</b>
<b>Total</b>	<b>\$ 160,200</b>	<b>\$ 132,000</b>	<b>\$ 493,925</b>	<b>\$ 71,270</b>	<b>\$ 81,391</b>	<b>\$ 12,000</b>	<b>\$ 470,550</b>	<b>\$ 1,421,336</b>	<b>\$ 6,286,158</b>	<b>125,730</b>
<b>Total Hours</b>	<b>3,200</b>	<b>2,640</b>	<b>9,880</b>	<b>1,430</b>	<b>1,630</b>	<b>240</b>	<b>9,410</b>	<b>28,430</b>	<b>125,740</b>	
<b>Funding Sources</b>										
Federal	\$ 160,200	\$ 66,000	\$ -	\$ 64,143	\$ -	\$ -	\$ -	\$ 290,343	\$ 3,804,849	
Match %	100%	50%	0%	90%	0%	0%	0%	20%	61%	
Match Funding										
In-kind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 477,150	
Aerial Photography	-	-	-	-	-	-	-	-	197,848	
Pott Co Master Plan	-	-	-	-	-	-	-	-	12,000	
State	-	-	-	-	81,391	12,000	-	93,391	93,391	
Local Cash	-	66,000	493,925	7,127	-	-	470,550	1,037,602	1,700,920	
Subtotal Match	\$ -	\$ 66,000	\$ 493,925	\$ 7,127	\$ 81,391	\$ 12,000	\$ 470,550	\$ 1,130,993	\$ 2,481,309	
Match %	0%	50%	100%	10%	100%	100%	100%	80%	39%	

**Omaha-Council Bluffs  
Metropolitan Area Planning Agency**

**FY 2017 Unified Planning Work Program**

**Final Draft May 2016**



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# MAPA FY 2017 Unified Planning Work Program

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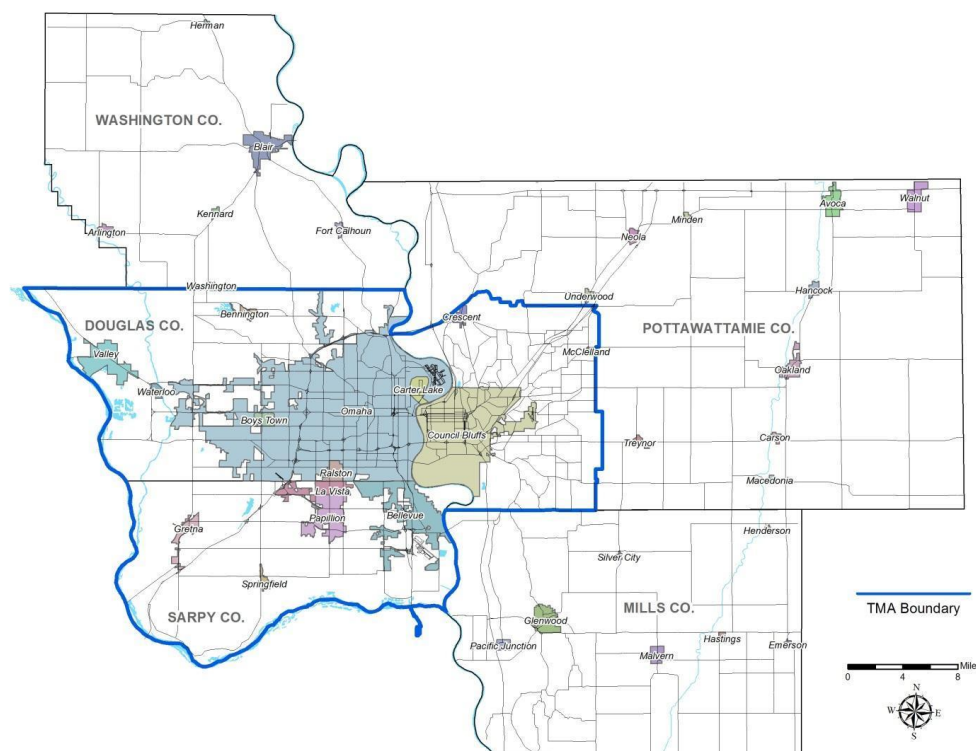
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MAPA is an EOE/DBE employer.

## Introduction

The Unified Planning Work Program (UPWP) documents the Metropolitan Area Planning Agency's (MAPA's) transportation related activities and projects for fiscal year (FY) 2017 which encompasses July 1, 2016 through June 30, 2017. MAPA serves as a voluntary association of local governments in the greater Omaha region chartered in 1967. MAPA performs planning and development work, especially to address problems that are regional in scope and cross jurisdictional boundaries.

MAPA is the Council of Governments (COG) for Douglas, Sarpy, and Washington Counties in Nebraska and Pottawattamie and Mills Counties in Iowa. MAPA serves as the federally required Metropolitan Planning Organization (MPO) and Transportation Management Area (TMA) for a smaller region that encompasses Douglas and Sarpy Counties and a small portion along US Highway 75 in Cass County in Nebraska, as well as the southwestern portion of Pottawattamie County (i.e., the area generally south of Crescent and Underwood and west of L-52) in Iowa. In addition, MAPA provides staff support for the Iowa Department of Transportation (Iowa DOT) Regional Planning Affiliation (RPA) for Harrison, Mills, Pottawattamie, and Shelby Counties known as RPA-18. Planning activities for RPA-18 are contained in a separate RPA-18 Transportation Planning Work Program (TPWP). The map below outlines the MAPA COG region and highlights the TMA boundary.



The governing body for MAPA is a 64-member Council of Officials representing cities, counties, school districts, resource agencies, and numerous other governmental bodies within the region. The MAPA Board of Directors is a nine-member Board serving as the Council of Officials' executive committee and is comprised of elected officials representing cities and counties from the larger five-county MAPA region. The Transportation Technical Advisory Committee (TTAC) reviews and makes recommendations related to transportation to the MAPA Board. The relationship, responsibility, and composition of the Board of Directors, Council of Officials, and TTAC are also described in the MAPA Interlocal Agreement and Committee Bylaws. Membership is listed in Appendix II.



## Current Transportation Planning Overview

Several large planning initiatives have been recently completed or are underway in the MAPA region. **Heartland 2050** was adopted by the MAPA Council of Officials as the long-term vision for the greater Omaha-Council Bluffs metropolitan area in January 2015. The Regional Vision was developed over 2013 and 2014 and entered implementation phase in 2015. The project produced a Vision Scenario for future growth and development that is now being utilized for MAPA's transportation planning process. This collaborative project is an example of **Regional Models of Cooperation**, one of the U.S. Department of Transportation's **Planning Emphasis Areas (PEA)**.

During FY-2016 MAPA began work on its next Long Range Transportation Plan update, **LRTP 2050**. The LRTP is being closely coordinated with the **Metro Area Travel Improvement Study (MTIS)**, a joint Nebraska Department of Roads (NDOR) / MAPA multi-year regional study of highway needs that will result in a list of prioritized projects for state investment and guide future regional transportation investments. This comprehensive study has developed a strong set of data for MTIS and other planning projects, and MAPA's travel demand model has been updated significantly as part of ongoing collaboration with US-DOT. MTIS will also serve to develop performance measures that will be compliant with the FAST-ACT, the five-year transportation bill that was signed into law in December 2015. MAPA will continue to coordinate with state DOTs, FHWA, and FTA to develop performance measures for the region in accordance with FAST-ACT. The **performance based approach** is a new component of the federal transportation planning process and is another federal PEA.

The LRTP 2050 will also incorporate other recent plans that were conducted in the metro area. These include the **Heartland Connections Regional Transit Vision (RTV)** and **Regional Bicycle / Pedestrian Plans**. The RTV proposed a staged approach to improve transit service in the region. These scenarios are being utilized for further analysis in the MTIS study. The Bicycle-Pedestrian Plan proposes short, medium, and long-range projects to enhance the regional network of trails, bicycle boulevards, and other bicycle / pedestrian facilities.

Metro Transit is continuing work on the Bus Rapid Transit (BRT) line that was awarded a US-DOT discretionary TIGER grant that will run along the Dodge Street corridor from downtown Omaha to Westroads Mall at approximately 102<sup>nd</sup> Street. This premium transit service would serve as the spine of the transit network in the region. The project will help some of the densest concentrations of employment and housing in Omaha and exemplify the Ladders of Opportunity PEA.

In FY-2017 MAPA will place renewed emphasis on freight planning. Nebraska Department of Roads will develop a State Freight Plan and MAPA will coordinate closely with NDOR on this process. MAPA's ongoing improvements to the travel demand model will allow additional technical analysis of freight transportation in the metro area. In addition, MAPA will work with the private sector, the Greater Omaha Chamber of Commerce, and other stakeholders to ensure that freight and goods movement are fully involved in the planning and project development process.

Some of the **City of Omaha** major transportation projects include bridge needs, as well as several capacity improvements in the western part of Omaha (such as 156<sup>th</sup> Street near Blondo Street, 168<sup>th</sup> Street from West Center Road to Pacific Street, and 168<sup>th</sup> Street from Q Street to West Center Road). **Douglas County** is continuing work on a large project on 180<sup>th</sup> Street between West Dodge Road and West Maple Road.

During FY-2017 **Sarpy County** conducted the Southern Ridge Wastewater Study. This critical study assesses the opportunities for future wastewater service in southern Sarpy County, which will be critical to future development in this portion of the county. The County and a number of municipalities have also recently updated their Comprehensive Land Use Plans. MAPA is coordinating with the County on a Transit Study to propose short-, medium-, and long-range opportunities for public transit.

The **Council Bluffs Interstate (CBIS) Project**, a complete reconstruction of the interstate and railroad realignment, is scheduled to continue for at least the next decade. Council Bluffs recently completed a plan for the

West Broadway corridor that includes redevelopment and land use, as well as reconstruction of West Broadway. A significant mixed use project is planned at Playland Park on the east end of the Bob Kerrey Pedestrian Bridge.

Work will continue on the development of a **Coordinated Call Center** and information sharing for the region. Metro Transit, the Veterans Administration (VA), and MAPA are working together to coordinate the development and implementation of the Coordinated Call Center including the purchase of hardware, software, and system engineering. The largest portion of the project will be completed by the first quarter of FY 2017.

MAPA is working on **Congestion Mitigation Air Quality (CMAQ)** projects including up to 20 electric vehicle charging stations and the implementation of 30 to 40 bike share stations in the City of Omaha. Both projects began in FY 2015 and will continue with many phases through FY 2017 or 2018.

MAPA will administer and update the region's FY 2017-2022 **Transportation Improvement Program (TIP)**. The TIP includes state and local federal-aid projects and regionally significant projects programmed in the region for the next six years. In addition to roadway projects, the TIP covers anticipated expenditures for some alternative transportation projects such as the Transportation Alternatives Program (TAP), transit, and aviation.

MAPA's Coordinated Transit Committee (CTC) works on issues related to public transit, paratransit, and human services transportation. A FTA **Veterans Transportation and Community Living Initiative (VTCLI)** grant to develop a Coordinated Call Center for human services made progress through the first two summits during FY 2015. The project will continue in FY 2017 with the goal of developing a coordinated network to connect trips within the region. It is anticipated that the project should be completed by the end of fiscal year 2017. This effort, in addition to the transit activities listed previously, addresses the Ladders of Opportunity PEA by improving gaps in the transportation system and mobility for residents. MAPA's robust public participation processes are other examples of steps toward the Ladders of Opportunity PEA.

## Work Program Framework

MAPA's Unified Planning Work Program (UPWP) is developed in accordance with the metropolitan planning provisions described in the 23 CFR - Part 450 and 49 CFR - Part 613. The UPWP is created in cooperation with state and federal agencies who are financial sponsors, and it is intended as a management tool for participating agencies.

During development of the UPWP, a priority setting process was used to identify programs and projects that should be included. Participants in this process included the Council of Officials, Board of Directors, and TTAC. Results of the priority setting process are reflected by the projects and associated funding levels shown in the UPWP.

In accord with the spirit of federal transportation legislation, MAPA conducts a continuing, coordinated, and comprehensive planning process for the region. This process is intended to meet the transportation needs of the region's residents to the extent possible with available resources.

The transportation planning process for the region takes into account all modes of transportation: roadway, highway, transit, air, rail, and water, as well as active modes of transportation such as walking and bicycling. The provision of transportation services must also be consistent and compatible with the overall goals and development of the region. Major considerations include the environment, energy conservation, growth patterns, land use, tourism, and recreation, as well as a wise and efficient use of economic resources.

MAPA's responsibilities include the LRTP, TIP, and UPWP. As a TMA with a population greater than 200,000, MAPA is charged with conducting a Congestion Management Process (CMP). Other planning products include the Coordinated Public Transit and Human Services Plan and Public Participation Plan (PPP). MAPA is compliant with civil rights legislation and maintains a Title VI Plan and Disadvantaged Business Enterprise (DBE) Program.

The UPWP will also contain activities to assist in implementing provisions contained in surface transportation legislation. The following planning factors identified in the current federal legislation, Fixing America's Surface Transportation (FAST) Act, will, at a minimum, be considered in the transportation planning process for the region:

1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
2. Increase the safety of the transportation system for motorized and nonmotorized users.
3. Increase the security of transportation for motorized and nonmotorized users.
4. Increase the accessibility and mobility options available to people and for freight.
5. Protect and enhance the environment, promote energy conservation, and improve quality of life.
6. Enhance the integration and connectivity of the transportation system across and between modes for people and freight.
7. Promote efficient system management and operation.
8. Emphasize the preservation of the existing transportation system.
9. Improve resiliency & reliability of the transportation system and reduce or mitigate storm water impacts.
10. Enhance travel and tourism

In addition, the transportation planning program is formulated to support the goals and objectives specific to the region as identified in the 2040 LRTP, namely:

1. Maximize access and mobility.
2. Increase safety and security.
3. Consider the environment and urban form.
4. Keep costs reasonable and sustainable.

The UPWP budget includes additional matching funds beyond the 20% requirement from sub-recipients used to match FHWA PL funds for MAPA activities. These locally-funded planning activities contribute to the regional transportation planning process and are eligible to count toward the required local match for PL funding. In order to provide this match, sub-recipients of PL funds contribute a 30% match. The 10% of additional match beyond the 20% requirement provides match toward PL funds for MAPA activities. In total, \$72,400 in additional matching funds from subrecipients are programmed for FY-17. This match will be applied to the Nebraska FHWA-PL grant, Iowa FHWA-PL grant and the Nebraska FTA grant as listed below and in Appendix One.

Subrecipient	Federal Funding	Required Match 20%	30% Match	Match Accrued	NIROC Project	Total Contract
Douglas Co. GIS	\$ 82,000	\$ 20,500	\$ 35,260	\$ 14,760	\$ -	\$ 117,260
Omaha P-Wks - Traffic Counting	63,000	15,750	27,090	11,340	-	90,090
Omaha Planning	60,000	15,000	25,800	10,800	-	85,800
Sarpy Co. Planning & GIS	65,000	16,250	27,950	11,700	-	92,950
NIROC Project	-	-	-	-	125,413	125,413
<b>Nebraska PL Subtotal</b>	<b>\$ 270,000</b>	<b>\$ 67,500</b>	<b>\$ 116,100</b>	<b>\$ 48,600</b>	<b>\$ 125,413</b>	<b>\$ 511,513</b>
Pott Co GIS (Iowa PL)	\$ 35,000	\$ 8,750	\$ 15,050	\$ 6,300	\$ -	\$ 50,050
NIROC Project	-	-	-	-	27,435	27,435
<b>Iowa PL and FTA Subtotal</b>	<b>\$ 35,000</b>	<b>\$ 8,750</b>	<b>\$ 15,050</b>	<b>\$ 6,300</b>	<b>\$ 27,435</b>	<b>\$ 77,485</b>
Metro Transit (FTA)	\$ 98,000	\$ 24,500	\$ 42,000	\$ 17,500	\$ -	\$ 140,000
NIROC Project	-	-	-	-	45,000	45,000
<b>FTA Subtotal</b>	<b>\$ 98,000</b>	<b>\$ 24,500</b>	<b>\$ 42,000</b>	<b>\$ 17,500</b>	<b>\$ 45,000</b>	<b>\$ 185,000</b>
<b>Total</b>	<b>\$ 403,000</b>	<b>\$ 100,750</b>	<b>\$ 173,150</b>	<b>\$ 72,400</b>	<b>\$ 197,848</b>	<b>\$ 773,998</b>

MAPA estimates that \$462,333 in nonfederal funds will be spent on the Nebraska-Iowa Regional Orthophotography Consortium (NIROC) aerial photography project. MAPA's FY 2017 budget identifies \$197,848 of the funding for this project will be counted as matching funds toward federal funds. \$125,413 of the match will be applied to Nebraska-PL funds, \$45,000 will be applied to Nebraska FTA funds. \$22,435 will be applied to Iowa FY-17 and carry-over Planning funds, and \$5,000 will be applied to Iowa FTA funds for a total of \$27,435 toward Iowa PL/FTA funds. These amounts are listed in the table above and in Appendix One.

## Changes to the Approved Work Program

All changes to work programs require prior written federal approval, unless waived by the awarding agency. The following table denotes the approving agency for various changes to work programs.

NOTE: The below table will be updated when final guidance is provided by NDOR and Iowa DOT.

Revision Type	Approving Agency
Request for <b>additional federal funding</b> 2 CFR 200.308(b) and FTA Circular 5010.0C, I.6.e(1)]	FHWA / FTA
<b>Transfer of funds</b> between categories, projects, functions, or activities <b>which exceed 10 percent</b> of total work program budget \$150,000 2 CFR 200.308(e)	FHWA / FTA
<b>Revision of scope or objectives</b> of activities (i.e. adding or deleting activities or major change in scope of activity) 2 CFR 200.308 (c) (1)	FHWA / FTA
Transferring substantive programmatic work to <b>third party</b> (i.e. consultant) 2 CFR 200.308 (c) (6)	FHWA / FTA
Capital expenditures including <b>equipment purchasing</b> in excess of \$5,000 2CFR 200.439(a) (2) [OMB Circular A-87]	FHWA / FTA
<b>Transfer of funds</b> between categories, projects, functions, or activities <b>which do not exceed 10 percent</b> of total work program budget or when federal award share of total work program budget exceeds \$150,000 2 CFR 200.308 (e)	State
Transfer of funds allotted for <b>training</b> allowances 2 CFR 200.308 (c) (5)	State
<b>Extending (a onetime extension)</b> period of performance past approved work program period up to 12 month 2 CFR 200.308 (d) (2)	MAPA
<b>Changes in key persons</b> in cases where specified in application or grant award (i.e. change in project's lead consultant) 2 CFR 200.308 (c) (2) & (3)	MAPA

## Revisions and Approvals Procedures

Revisions where **FHWA / FTA** is the designated approving agency shall require written approval by FHWA / FTA prior to commencement of activity, purchasing of equipment, or request for reimbursement. Requests from MAPA will be submitted in writing to the appropriate state personnel and then forwarded to FHWA / FTA for approval. Notification by the approving agency will be in writing in reverse order.

Revisions where the **State (NDOR or Iowa DOT Office of Systems Planning)** is the designated approving agency shall require written approval by the State prior to commencement of activity, purchasing of equipment, or request for reimbursement. Requests from MAPA will be submitted in writing to the appropriate State personnel and then forwarded to FHWA / FTA for approval. Notification by the approving agency will be in writing in reverse order.

Revisions where **MAPA** is the approving agency shall be approved by the Board of Directors. Updates to the work program shall be provided to the appropriate state and federal representatives via electronic or, upon request, hard copy.

# FY-2017 WORK PROGRAM ACTIVITIES

The following pages detail the work activities that MAPA and contract subrecipients will undertake in FY 2017. These activities are divided into Forums (140-190), Transportation Planning (410-470), and Public Involvement / Information (810-840), and Administration (940-990).

## Transportation Forums (140)

### Objective

Provide a forum for coordination and cooperation between MAPA, agencies, organizations, and stakeholders involved and interested in planning, designing, maintaining, and providing transportation services.

### Previous Work

- Conducted TTAC meetings
- Attended NDOR statewide MPO meetings
- Attended Iowa DOT MPO and RPA meetings

### Work Activities

#### 1. TTAC Meetings

Provide for a continuing, comprehensive, and coordinated transportation planning program through the TTAC. Maintain correspondence and coordination with participating agencies. Provide other technical support necessary to the transportation planning program. The TTAC typically meets on a monthly basis to approve action items and discuss issues within the region to forward recommendations to the Board of Directors. Estimated hours: 280

#### 2. NDOR Statewide MPO Meetings

The Nebraska MPOs meet to discuss transportation issues, activities, and coordination with NDOR both on a quarterly and annual basis. Estimated hours: 24

#### 3. Iowa DOT MPO and RPA Meetings

The Iowa MPOs and RPAs meet to discuss transportation issues, activities, and coordination with the Iowa DOT on a quarterly basis. Estimated hours: 36

#### 4. Travel Demand Model Meetings

MAPA will convene the Travel Model Advisory Committee (TMAC) with stakeholders to evaluate and refine the regional model. Staff members will participate in modeling meetings such as the Iowa DOT Midwest Travel Model Users Group (MTMUG). Estimated hours: 24

#### 5. Regional GIS Users Group

Collaborate with other GIS and data users in the region for ongoing work that provides data for the transportation planning process. Estimated hours: 24

#### 6. Project Review Committee

Maintain a Project Review Committee for the purpose of intergovernmental review and coordination in accordance with Executive Order 12372. Grant comments will be submitted to appropriate state and federal agencies. Estimated hours: 12

<b>140 End Products</b>		<b>Schedule</b>
1.	TTAC Meetings	Monthly
2.	NDOR Statewide MPO Meetings	Quarterly and Annually
3.	Iowa DOT MPO and RPA Meetings	Quarterly
4.	Travel Demand Model Meetings	As Needed
5.	Regional GIS Users Group	As Needed
6.	Project Review Committee	As Needed

**140 Budget**

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$20,242	400



## Technical and Policy Education (170)

### Objective

Provide ongoing technical and policy education for planning and research activities.

### Previous work

- Attended local workshops, training, and educational activities
- Participated in statewide COG / Economic Development District (EDD) organizations of Nebraska Regional Officials Council (NROC) and Iowa Association of Regional Councils (IARC)
- Took part in FHWA / FTA webinars related to federal guidance and initiatives
- Attended 2015 / 2016 national conferences held by National Association of Regional Councils (NARC) and National Association of Development Organizations (NADO)

### Work Activities

#### 1. Technical and Policy Education Activities

Participate in ongoing education and staff development activities such as workshops, conferences, and webinars devoted to planning and research-related policy and technical information. Event sponsors include local, state, and national organizations such as the Greater Omaha Chamber of Commerce and Economic Development Partnership, American Society of Civil Engineers (ASCE), Locate, NROC, IARC, NARC, NADO, Transportation Research Board (TRB), American Planning Association (APA), and other organizations. Workshops and training activities may also be convened by local, state, and federal governmental agencies such as NDOR, Iowa DOT, and USDOT. Estimated hours: 876

#### 2. Related Association Participation

Participate in local, state, and national associations that provide ongoing education, training, staff and leadership development, and peer-to-peer knowledge exchange. Event sponsors include local, state, and national organizations such as the Greater Omaha Chamber, ASCE, Locate, NROC, IARC, NARC, NADO, TRB, APA and other organizations. Estimated hours: 240

#### 3. Professional Certifications and Memberships

Staff members apply, take required tests, and actively participate in professional organizations such as the APA's American Institute of Certified Planners (AICP) and other relevant certifications and memberships. Estimated hours: 84

<b>170 End Products</b>		<b>Schedule</b>
1.	Technical and Policy Education Activities	Ongoing
2.	Related Association Participation (NROC, IARC, NARC, NADO, etc.)	Ongoing
3.	Professional Certifications and Memberships	Ongoing

### 170 Budget

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$60,007	1,200

## Public Events and Workshops (180)

### **Objective**

Provide and support public forums and workshops that identify and discuss timely topics or special subjects of regional significance.

### **Previous Work**

- Conducted Coordinated Call Center summit in March 2015
- Organized Heartland 2050 infrastructure meetings in 2015 and 2016
- Held Heartland 2050 summit in winter 2016
- Conducted 2050 LRTP community outreach meetings
- Organized 2050 LRTP stakeholder workshops
- Coordinated public events with other planning related events

### **Work Activities**

#### 1. Public Events and Workshops

Provide technical and clerical staff support to sponsor, cosponsor, or develop public forums and workshops.

Upcoming events include two summits in 2017 for Heartland 2050, as well as panel discussions. Estimated hours: 100

<b>180 End Products</b>		<b>Schedule</b>
1.	Public Events and Workshops	As Needed

### **180 Budget**

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$4,770	100

## MAPA Policy and Administrative Forums (190)

### Objective

Maintain and coordinate policy and administrative forums. Work includes, but is not limited to, creating agendas / supporting materials and conducting meetings / communications with committee members.

### Previous Work

- Organized monthly Board of Directors meetings
- Participated in monthly Finance Committee meetings
- Conducted four Council of Officials meetings, including annual meeting / dinner

### Work Activities

#### 1. Board of Directors Meetings

The Board of Directors meets monthly and serves as MAPA's governing body. The Board approves the TIP amendments, LRTP, annual budget, and work programs. The Board is comprised of elected officials who appoint and oversee the TTAC and other MAPA committees. MAPA staff members support the Board through clerical and technical preparation, conducting meetings, and informing members about MAPA activities. Estimated hours: 650

#### 2. Finance Committee Meetings

The Finance Committee meets each month during the week prior to the Board of Directors' meeting. The Finance Committee reviews MAPA's financial statements, approves payments, and reviews / recommends contracts, large payments and other items for the Board's consideration. MAPA staff members support the Finance Committee through preparation of financial documents, invoices, contracts, and other such items. Estimated hours: 650

#### 3. Council of Officials Meetings

The Council of Officials meets quarterly and serves as MAPA's overall policy body. The Council is charged with adopting major plans, recommending MAPA's annual budget and work programs to the Board of Directors, and providing oversight for MAPA's activities. MAPA staff members support the Council's activities through clerical and technical preparation, meeting costs, and conducting meetings. Estimated hours: 870

<b>190 End Products</b>		<b>Schedule</b>
1.	Board of Directors Meetings	Monthly
2.	Finance Committee Meetings	Monthly
3.	Council of Officials Meetings	Quarterly

### 190 Budget

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$108,325	2,170

## Short Range Planning (410)

### Objective

Develop and refine the short-range transportation planning process. Develop and maintain the TIP. Collect and maintain data (such as land use, population, employment, housing, and traffic) to analyze trends and growth patterns. Utilize and coordinate GIS and aerial photography activities. Assist local jurisdictions in the programming, funding, and delivery of transportation improvements including projects like B-Cycle. Develop and maintain performance measures to track progress toward regional goals.

### Previous Work

- Processed TIP amendments
- Refined criteria used in selection of projects for FY 2017 TIP
- Completed FY 2017 TIP
- Administered Project Selection Subcommittee (ProSe-Com) for Surface Transportation Program (STP) and TAP funded projects
- Provided transportation technical assistance to member cities and counties
- Developed GIS data in coordination with regional partners
- Prepared for 2016 NIROC
- Coordinated performance measures guidance
- Prepared for implementation of performance measures
- Completed traffic and crash reports
- Conducted numerous traffic data requests
- Reviewed and implemented FAST Act legislation and guidance
- Reviewed plats from member cities and counties to assess impacts of new developments on transportation system and LRTP implementation

### MAPA Work Activities

#### 1. TIP Development and Administration

Maintain and develop the TIP to provide a program of federal-aid transportation projects. The TIP includes at least four fiscally-constrained years of programming and a prioritized project list with a financial plan for project implementation. A progress report on the implementation of projects programmed for the most recent fiscal year will be also be included. The updated TIP is approved each year in June and is ready for implementation when the new federal fiscal year begins on October 1<sup>st</sup>. In addition, as performance measure final rulings per FACT ACT are issued these will be included in either the FY 18 TIP or the FY 19 TIP development. Estimated Hours: 657

#### 2. Transportation Funding Analysis

Identify funds available to the region from federal and state transportation legislation. Identify and assess innovative financing techniques to fund projects and programs. Provide data and information to officials on the status of transportation funding in the MPO. Analyze the costs / benefits of short-range and long-range needs in conjunction with local / state partners in collaboration with the LRTP. Estimated Hours: 121

#### 3. Local / State Projects and Activities

MAPA staff members provide technical assistance to local and state jurisdictions for their transportation projects as needed. MAPA may serve as the Responsible Charge (RC) for Nebraska projects using federal funds. Attend Nebraska Environmental Assessment (EA) meetings to track the progress of local projects through the NEPA process. Assist jurisdictions with grant writing and administration for transportation activities on projects including the USDOT, Iowa DOT, and other grant opportunities. Attend planning-related

meetings and activities supporting the regional transportation planning process. MAPA will be assisting city with the implementation of the B-cycle, but will not serve as the RC on this project. Estimated Hours: 277

4. Traffic Data Collection and Analysis

Collect, purchase, and monitor local travel data including detailed data regarding traffic counts (such as time of day, occupancy, and vehicle classification), speed, and delay as available from local jurisdictions and other secondary sources. Develop factors to adjust traffic count data for seasonal and daily variation. Obtain data to review parameters for trip generation data, trip length, and vehicle occupancy for the regional travel model. Review and procure traffic counting and monitoring equipment as needed. Review pavement, traffic counts, and other roadway characteristics for NDOR's Highway Performance Monitoring System (HPMS) report. Utilize the External Travel Survey data regarding external traffic patterns and characteristics, as well as the 2009 National Household Travel Survey (NHTS) data for the region. Estimated Hours: 329

5. Growth Monitoring and Data Analysis

Utilize the US Census data and other data to provide assistance to jurisdictions, businesses, individuals, and organizations with projects involving census data. Purchase necessary data and conduct regional or local studies for growth monitoring and analysis. Collaborate with data partners toward the development of a regional data hub. Maintain a land use file based on the monitoring of land use changes through secondary sources. Keep an employment file detailing employers in the region, number of employees, industrial classifications, and locations. Maintain files on construction permits, apartment complexes, subdivisions/SIDs, and housing sales to further define housing locations and characteristics. Monitor other local population characteristics such as auto ownership, vital statistics, and school enrollment. Estimated Hours: 190

6. GIS Activities

Maintain and update an integrated geographic data base system and develop other computerized tools to assist in the analysis and manipulation of data. Create maps, graphs, and analyses as requested for jurisdictions and the general public. Coordinate GIS activities in the region to support the planning process. Work on a portal for traffic count data. Purchase new hardware and accompanying software to support GIS activities as needed. Estimated Hours: 1,315

7. NIROC Aerial Photography

Collaborate with partners to prepare and conduct the 2016 NIROC project to provide digital orthophotos and oblique imagery for communities within the region. Review aerial photography. Administer a contract with a consultant for the development of aerial photography and oblique imagery. Estimated Hours: 80

8. Performance Measures

MAPA will coordinate with state and federal agencies to develop a set of performance measurements for the LRTP and TIP. Conduct studies and analyses of transportation data to develop and assess performance measures. Performance measures will be developed as part of the MTIS and LRTP plans. Purchase data to support the performance measurement analyses and implementation. Estimated Hours: 173

9. Health and Safety Activities

MAPA will evaluate the relationship between transportation and impacts on public health. Participate in Health Impact Assessments (HIA) and related activities led by the Douglas County Health Department. Estimated Hours: 40

17. TAP Subcommittee (TAP-C)

The TAP-C will be convened to review and recommend federal-aid projects eligible for TAP funds based on project selection criteria linking the TIP to regional bicycle / pedestrian goals. Estimated Hours: 93

18. Omaha Active Transportation Activities

MAPA will assist the City of Omaha with active transportation planning activities such as serving as a regional liaison, bicycle / pedestrian data management, project development, and project delivery assistance. Estimated Hours: 87

19. ProSe-Com

The Project Selection Committee (ProSe-Com) will be convened to review and recommend federal-aid projects eligible for STP funds based on project selection criteria linking the TIP to the LRTP's goals. Estimated Hours: 98

**Contracts and Subrecipient Work Activities**

NIROC Aerial Photography Project (41007)

A consultant will undertake the 2016 NIROC project to acquire aerial photography for local, regional, and state agencies within the region. The project will include digital orthophotos and oblique imagery. The consultant will provide software training to participating jurisdictions. Software licenses are part of the agreement and will continue for three years after delivery of photos.

Douglas County GIS Activities (41010)

Douglas County will manage and maintain transportation-related assets through the Cityworks GIS-based program. These assets include streets, construction projects, curb ramps, bridges, maintenance areas, sidewalks, sewers, snow removal routes, pavement markings, parking meters, signs, traffic signals, street parking, alleys, and unimproved roads. Douglas County will create, maintain, and manage transportation-related GIS data and coordinate with MAPA on the development of a regional traffic count portal. In addition, Douglas County will design, develop, implement, and maintain various GIS web and mobile applications in support of transportation-related activities within the City of Omaha and Douglas County.

Omaha Public Works Traffic Counting (41011)

The City of Omaha Public Works Department will conduct traffic counting based on a three-year cycle following the industry's standard accepted practices. The goal is to systematically collect traffic volume data and turning movements for over 1,130 intersections every three years on average. The counts will be coordinated with MAPA and NDOR to support various tasks including long-range planning, crash analyses, signal timing, project-level analyses, and traffic data monitoring in the region. Funding will support staff time for traffic counting and analyses.

Omaha Planning Activities (41012)

The City of Omaha Planning Department will develop and refine the transportation planning process. Work activities will include, but are not limited to, the Midtown / Downtown BRT and Urban Circulator project, North Downtown pedestrian bridge, facilitation and development of parking management systems, development review for transportation planning, and Complete Streets Omaha. Other activities include coordination with MAPA and regional planning activities, as well as travel to events / conferences for technical and policy training. Funding will support staff time for the aforementioned activities.

Sarpy County Planning and GIS Activities (41013)

The Sarpy County Planning Department will conduct a Sarpy County Comprehensive Plan, development review,

and development regulations update in coordination with MAPA and the regional transportation planning process. Funding will support staff time for the aforementioned activities. Sarpy County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Sarpy County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, bridges, railways, trails, traffic counts, parcels, land use, environmental and physical features, and jurisdictional boundaries. Sarpy County will coordinate with MAPA on the development of a regional traffic count portal. Funding will support staff time for the aforementioned activities.

**Pottawattamie County GIS Activities (41015)**

Pottawattamie County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Pottawattamie County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, right-of-way, land records (lots, parcels, subdivisions, etc.), section corners, zoning, and annexations. Funding will support staff time for the aforementioned activities.

<b>410 End Products for MAPA Work Activities</b>		<b>Schedule</b>
1.	TIP Development and Administration (FY 2018-2023)	Spring 2017
2.	Transportation Funding Analysis	Ongoing
3.	Local / State Projects and Activities	Ongoing
4.	Traffic Data Collection and Analysis	Ongoing
5.	Growth Monitoring and Data Analysis	Ongoing
6.	GIS Activities	Ongoing
7.	NIROC Aerial Photography	Spring 2016 – Spring 2018
8.	Performance Measures	Fall 2018
9.	Health and Safety Activities	Ongoing
10.	ProSe-Com (FY 2018 TIP)	Fall 2016 - Winter 2017
11.	TAP-C (FY 2018 TIP)	Fall 2016 - Winter 2017
12.	Omaha Active Transportation Activities	Ongoing

**410 Budget**

MAPA Activities	<u>Total Cost</u> \$172,773	<u>Hours</u> 3,460
<u>Contracts and Subrecipients</u>	<u>Total Cost</u>	<u>Hours</u>
Metro Area Aerial Photography (Local)	\$462,233	9,240
Douglas County GIS Activities (NE-PL)	\$117,260	2,350
Omaha Public Works Traffic Counting (NE-PL)	\$90,090	1,800
Omaha Planning Activities (NE-PL)	\$85,800	1,720
Sarpy Co. Planning & GIS Activities (NE-PL)	\$92,950	1,860
Pottawattamie County GIS Activities (IA-PL)	\$50,050	1,000

## Long Range Planning (420)

### Objective

Conduct the long-range transportation planning process. Implement and maintain the regional LRTP. Develop medium and long-range growth forecasts / traffic simulations for the region. Create local and corridor-level planning studies. Support the development of Complete Streets and transportation activities recommended by the LRTP.

### Previous Work

- Upgraded travel demand model using refined data and modeling processes from MTIS
- Refined travel demand model including transit model, freight, and network updates
- Refined long-range and intermediate allocations of population and employment through land use allocation model in Heartland 2050 project
- Continued Travel Improvement Study for region
- Completed Heartland Connections Regional Bicycle / Pedestrian Plan
- Worked on Metro Bike Safety Education project
- Convened multi-modal subcommittee
- Conducted outreach to freight and private sector representatives
- Assisted with local planning studies, including providing forecasts and data
- Worked on development of 2050 LRTP

### MAPA Work Activities

#### 1. LRTP Development and Administration

Develop 2050 LRTP to be adopted by June 2017. Implement, review, and amend the LRTP as necessary. Support regional goals in accordance with the federal transportation planning provisions. As a key element of the LRTP development efforts performance measures will be developed and assessed as part of the scenario planning for the 2050 LRTP. Utilize consultants for various portions of the LRTP including marketing and public involvement activities such as the development of brochures, websites, info-graphics, surveys, and citizen engagement events. Purchase interactive tools for engaging the public. Estimated Hours: 1,200

#### 2. Long-Range Planning Activities and Studies

Provide technical assistance and related transportation system travel, financial, and socioeconomic data to the states and local jurisdictions as requested to assist in conducting long-range corridor, location, subarea, feasibility, and other project level studies. This element includes working on planning activities / studies (such as MTIS, 420-10) and implementation of the Offutt Air Force Base Joint Land Use Study (JLUS), as well as other projects requiring coordination with cities, counties, states, utilities, and other stakeholders. Estimated Hours: 350

#### 3. Travel Demand Modeling

Maintain and refine the regional travel demand model to provide forecasts for studies and planning activities. Update the model based on TMIP model peer review and subsequent guidance. Conduct regional / subregional travel demand model runs. Analyze output to provide data for local / state planning. Special modeling activities may be conducted for key corridors such as Highway 370 and 144<sup>th</sup> Street. Participate in training activities for travel demand modeling. Purchase data, software, and licenses for travel demand modeling. Estimated Hours: 850

#### 4. Population and Employment Forecasting



Revise forecasts for basic trip generating variables (such as population, households, income, automobile ownership, and employment) to be utilized in the Land Use Activity Allocation Model (LUAAM) and travel demand modeling activities. Forecasts are coordinated with local / state partners including the state data centers. Purchase socioeconomic data for forecasting and modeling activities. Hours: 200

5. LUAAM

Refine the LUAAM to provide population and employment forecasts for the region. The Envision Tomorrow model from Heartland 2050 may be utilized to conduct subregional workshops and plans. Provide training for stakeholders on the use of Envision Tomorrow. Estimated Hours: 150

6. Bicycle / Pedestrian Planning Activities

Participate in bicycle / pedestrian planning activities for the region. Support implementation of the Complete Streets policy included in the LRTP. Assist with implementation of Heartland Connections Regional Bicycle / Pedestrian Plan. Serve as Administrator for the Metro Bicycle Safety Education project. Prepare and conduct sessions on multi-modal planning for the Transportation Summit, and potentially hold additional working group sessions. Estimated Hours: 180

7. Passenger Rail Planning Activities

Participate in passenger rail planning activities for the region. Support implementation of initiatives included in the LRTP. Participate in local / state planning work including the Iowa Passenger Rail Advisory Committee. Estimated Hours: 60

8. Freight and Goods Movement / Private Sector

Convene representatives from freight and goods movement industries as well as local, state and federal officials to ensure that freight is included in the regional planning process. Analyze potential solutions to issues developed through the stakeholder outreach. Support private sector participation in the transportation planning process by working with local Chambers of Commerce, Economic Development Corporations, freight representatives, and private transportation industries to review transportation plans / programs. Utilize the Freight Analysis Framework (FAF) and other publicly available data. Purchase data to conduct planning studies, analyses, and modeling of freight and goods movement in the region. Estimated Hours: 280

9. Heartland 2050

Heartland 2050's regional vision includes goals for transportation and future growth / development. Work activities include semi-annual implementation summits, committee administration, technical development, data analysis, progress monitoring, and outreach to the public / stakeholders. Priority initiatives will be identified in summer 2016. Subregional visioning workshops may be held. Marketing and public involvement activities include the development of brochures, websites, info-graphics, surveys, and citizen engagement events. As in element of the Heartland 2050 planning effort MAPA plans to conduct a call for projects that will use STP funding to fund planning projects that will implement key action steps from the Heartland 2050 plan. Estimated Hours: 4,200

11. Metro Area Travel Improvement Study

MAPA and NDOR will continue work on MTIS, a comprehensive study of the National Highway System and other modes of transportation in the region. In FY 2017, MTIS is anticipated to move into Phase 3 which will assess implementation of the preferred projects scenario in terms of construction phasing along the freeway and interstate system within the region. Estimated Hours: 400

12. Sarpy County Studies

A number of recent planning initiatives have been undertaken in Sarpy County, including municipal and county Comprehensive Plans, the Southern Ridge Sewer Study, and the Platteview Road Corridor Study. MAPA will ensure that future planning in the fast-growing Sarpy County region is coordinated with regional forecasts as part of the regional transportation planning process. MAPA staff will assist with the next phase of the Platteview Road Corridor planning. Estimated Hours: 280

**Contracts and Subrecipient Work Activities**

Platteview Road Corridor Analysis Phase 2 (42000)

This study will be the next phase of the Platteview Road Corridor Study completed in FY-16. This project will cover further planning along the eastern portion of the corridor, review potential grades and right-of-way, and identify a potential corridor in local planning processes.

Live Well Omaha Metro Bicycle Safety Education (42006)

Live Well Omaha (in partnership with the City of Omaha, MAPA, and other local agencies) will continue to lead a program to provide bicycle safety education for children and adults in the region. The program includes outreach to children, training, certification of trainers, and distribution of educational / safety materials.

Heartland 2050 Community Planning “Mini Grant” Program (42009)

Conduct local / subregional planning projects through the Heartland 2050 project. Activities may include corridor / neighborhood studies, transit-oriented development (TOD) plans, and other transportation-related planning activities that embody the goals and strategies of the Heartland 2050 Vision.

Heartland 2050 Community Planning “Mini Grant” Program (42009)

The Heartland 2050 website will be updated to reflect the current state of the regional visioning project. The website will highlight best practices and include information for the committees and activities.

On-Call Modeling Assistance (42010)

Consultants will provide travel demand model forecasts as requested by MAPA. The model will be updated and refined following recommendations from the FHWA Resource Center and TMAC input. Validate and provide documentation for modeling activities. Analyze land use data and forecasts along the Central Omaha Alternatives Analysis Phase II corridor, among other model-related activities.

<b>420 End Products for MAPA Work Activities</b>		<b>Schedule</b>
1.	LRTP Development and Administration (2050 LRTP)	Fall - Winter 2017-2018
2.	Long-Range Planning Activities and Studies	Ongoing
3.	Travel Demand Modeling	Ongoing
4.	Population and Employment Forecasting	Ongoing
5.	LUUAM	Ongoing
6.	Bicycle / Pedestrian Planning Activities (Metro Bicycle Safety Education)	2016 - 2017
6.	Bicycle / Pedestrian Planning Activities (Regional Bicycle / Pedestrian Plan)	Ongoing
6.	Bicycle / Pedestrian Planning Activities (Multi-Modal Working Groups at Summits)	Semi-Annually
7.	Passenger Rail Planning Activities	Ongoing
8.	Freight and Goods Movement / Private Sector	Ongoing
9.	Heartland 2050	Ongoing
10.	MTIS	Ongoing
11.	Sarpy County Studies	December 2017
12.	Platteview Road Corridor Study Phase 2	December 2017

**420 Budget**

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$364,491	7,290

	<u>Total Cost</u>
Contracts and Subrecipients	
Platteview Road Analysis Study (NE-PL)	\$250,000
Live Well Omaha Bike Education (TE)	\$112,500
Heartland 2050 Planning Mini Grants (STP)	\$350,000
Heartland 2050 Website Update (NE-PL)	\$ 25,000
On-Call Modeling Assistance (NE-PL)	\$ 25,000

## Public Participation (430)

### Objective

Conduct public involvement activities in accordance with the Public Participation Plan (PPP) to effectively and continuously engage public input for the transportation planning process.

### Previous Work

- Updated and adopted PPP amendments
- Prepared 2016 annual PPP
- Conducted Title VI training
- Conducted LRTP community outreach meetings
- Conducted questionnaire for LRTP development
- Conducted outreach and engagement activities with underrepresented population
- Held Citizens Advisory Committee (CAC) meetings

### MAPA Work Activities

#### 1. Public Participation Plan (PPP)

The PPP update will begin in FY 2017 and be completed in FY 2018. Until the update, the PPP will be modified as needed. This plan includes a proactive outreach program that provides complete information, timely public notice, full public access to key decisions, opportunities for visioning on the transportation system and land use patterns, and supports an early and continuing involvement of the public in developing the LRTP and TIP. Public outreach activities will be conducted in compliance with state Open Meetings Acts. Title VI and environmental justice activities will be incorporated into the PPP process. An annual report documenting public participation activities conducted during the past year will be created. Estimated Hours: 240

#### 4. Civil Rights / Title VI Plan

The Title VI Plan update will begin in FY 2017 and be completed in FY 2018. Until the update, the Title VI Plan will be modified as needed. Begin implementation of the Title VI Plan across all MAPA programs. Communicate civil rights activities to FHWA / FTA. Review DBE Program and develop annual goals. Participate in regional equity forums to ensure transportation is incorporated into broader planning and equity initiatives. Estimated Hours: 100

#### 5. Citizen's Advisory Committee (CAC)

Convene the CAC to review and provide input for the LRTP, TIP, and other planning efforts. The CAC may provide recommendations to the TTAC regarding transportation goals and priorities in the region. Estimated Hours: 140

#### 6. Public Involvement and Engagement Activities

Conduct public involvement and engagement efforts related to the transportation planning process. These activities will include issuing press releases and public notices, speaking to media, and utilizing website / social media. Host public forums and panel discussions on topics related to and impacted by transportation planning. Conduct presentations and meetings with service clubs, neighborhoods, community leaders, elected officials, and others to foster strong relationships and engage the public in the planning process. Efforts will include outreach and engagement activities with low-income, minority, and other underrepresented segments of the population. Estimated Hours: 480

#### 7. Citizen's Academy for Omaha's Future

Provide technical support and presentations to the Citizen’s Academy for Omaha’s Future, a project led by Live Well Omaha, Mode Shift Omaha, Douglas County Health Department, and MAPA. Participants in the Citizen’s Academy attend a series of workshops regarding planning, transportation, community health, and the development process to expand their understanding of the planning process. Estimated Hours: 60

<b>430 End Products</b>		<b>Schedule</b>
1.	PPP (Maintenance and Revision)	Ongoing
1.	PPP (Annual Activities Report)	Annually
2.	Public Involvement and Engagement Activities	Ongoing
3.	Citizen’s Academy for Omaha’s Future	Semi-Annually
4.	Civil Rights / Title VI Plan	Ongoing
4.	Civil Rights / Title VI Plan (Annual DBE Goals)	2017
5.	CAC	Ongoing

**430 Budget**

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$50,850	1,020

## Transit and Human Service Transportation (440)

### Objective

Conduct and coordinate planning for mass transit and paratransit in the region.

### Previous Work

- Worked with key stakeholders on development of Coordinated Call Center
- Coordinated with Metro Transit on development of Request for Proposals (RFP) for implementation of Coordinated Call Center
- Convened CTC
- Participated in central Omaha BRT design
- Completed transit study regarding feasibility of implementing transit in Sarpy County
- Received and recommended projects for Section 5310 funding
- Implemented Section 5310 funding grant process with NDOR and Iowa DOT
- Provided technical support for transit planning activities

### MAPA Work Activities

#### 1. Transit Planning Activities

Provide data, technical analysis, and coordination in support of short-range and long-range mass transit planning. This will include collaboration with Metro Transit, MAPA committees, local governments, nonprofit agencies, and other stakeholders in the transit planning process. Continue to implement and maintain the Heartland Connections Regional Transit Vision which includes the Comprehensive Operations Analysis (COA) and long-term vision for future transit-friendly corridors. Activities may include surveys or studies to gather transit ridership and travel behavior data. Transit data or passenger counters may be purchased to facilitate public transit planning. Estimated Hours: 200

#### 2. Coordinated Transit Committee (CTC)

Work with the CTC to coordinate transportation opportunities for the elderly, disabled, and economically disadvantaged including paratransit and human service transit. CTC will discuss and review any eligible New Freedom programs. Maintain and update the Coordinated Transit Plan (CTP). Coordinate with SWIPCO / Southwest Iowa Transit Agency (SWITA) on development of the Iowa Passenger Transportation Development Plan (PTDP) and amendments. Estimated Hours: 460

#### 3. Sections 5310 and 5307 Funding

Perform administration, planning, procurement and monitoring activities as the FTA Designated Recipient for Section 5310 funding. This includes soliciting applications for the program, reviewing and prioritizing applications, selecting projects to be funded, submitting grant applications, and monitoring projects. If applicable, include Job Access Reverse Commute (JARC) projects under Section 5307 in the planning process, and administer grants as remaining funding allows. Estimated Hours: 1,000

#### 4. Mobility Coordination

Work with transportation service providers, human service agencies, and stakeholders to encourage, coordinate, and implement plans, actions, and programs to enhance the transportation opportunities of the elderly, disabled, and economically disadvantaged. Implement the Coordinated Call Center for coordination of mobility services as part of the FTA Veterans Grant in collaboration with local and state agencies. Estimated Hours: 600

#### 5. Central Omaha Transit Corridor Planning

Continue planning and project support along the Central Omaha transit corridor, including the Bus Rapid Transit projected funded through the US-DOT TIGER program and urban circulator / modern streetcar in downtown and midtown Omaha. Provide technical support, data, and modeling as needed.  
 Estimated Hours: 80

11. Sarpy County Transit Study

MAPA and Sarpy County are conducting a study of future transit needs throughout the county. The study will identify likely transit options that could improve access, mobility, and linkages. Estimated Hours: 350

**Contracts and Subrecipient Work Activities**

Section 5310 and Job Access Reverse Commute (JARC) Funding Grants (44003)

MAPA administers Section 5310, JARC, and New Freedom programs for distribution to eligible subrecipients. 5310 funding is a discretionary capital assistance program to assist local governments, private agencies, and nonprofit agencies provide transportation service for the elderly and disabled. MAPA administers The FTA JARC and New Freedom programs are intended to address the unique transportation challenges faced by low-income people seeking to obtain and maintain employment, as well as people with disabilities seeking integration into the work force. JARC projects remain an eligible use of Section 5307 funding under MAP-21.

Mobility Coordination: One Call Center (44004)

Through the FTA VTCLI, MAPA will continue to develop a Coordinated Call Center with Metro Transit and the Veteran’s Administration (VA) with numerous agencies currently providing disjointed paratransit services in the MAPA region for people including veterans and military families. Funding will be utilized to procure hardware, software, dispatch services, and other expenses.

Metro Transit Planning Activities (44006)

Metro Transit will conduct various planning activities to support the regional transit system. Activities will include refining service changes implemented in June 2016 based on the Heartland Connections Regional Transit Vision recommendations, coordinating transit into Heartland 2050, conducting the Central Omaha Alternatives Analysis Phase II, and conducting other regional transportation planning.

Sarpy County Transit Study (44011)

A consulting team is working on a study of future transit needs throughout the county. The study will identify likely transit options that could improve access, mobility, and linkages.

<b>440 End Products for MAPA Work Activities</b>		<b>Schedule</b>
1.	Transit Planning Activities	Ongoing
2.	CTC	Ongoing
3.	Sections 5310 and 5307 Funding	Ongoing
4.	Mobility Coordination	Ongoing
5.	Central Omaha BRT / Urban Circulator	Fall 2018
11.	Sarpy County Transit Study	June 2017

**440 Budget**

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$150,470	3,010

<u>Contracts and Subrecipients</u>	<u>Total Cost</u>
------------------------------------	-------------------

5310 – JARC Administration (5310)	\$845,000
Mobility Coordination: One Call Center (VTCLI)	\$400,000
Metro Transit Activities (FTA 5303)	\$140,000
Sarpy County Transit Study (Neb FTA C/O)	\$ 67,500



## **Air Quality / Environmental (450)**

### **Objective**

Improve air quality by taking proactive measures to reduce environmental impacts and improve energy conservation as related to transportation.

### **Previous Work**

- Conducted 2016 Little Steps - Big Impact ozone awareness and reduction campaign with travel demand management strategies and marketing alternatives fuel options
- Planned 2017 Little Steps - Big Impact ozone awareness and reduction campaign
- Coordinated with NDOR and Iowa DOT on development of a regional rideshare / carpool program with travel demand management strategies
- Participated in Clean Cities, electric vehicle, ethanol, and other alternative fuel technology efforts

### **MAPA Work Activities**

#### 1. Rideshare / Travel Demand Management

Coordinate with NDOR, Iowa DOT, and the Lincoln MPO in implementing and marketing a regional rideshare program with employers and citizens. A new travel demand management / rideshare website will be evaluated and potentially developed. Estimated Hours: 220

#### 2. Air Quality Activities

Evaluate and analyze monitored air pollution data for carbon monoxide, ozone, particulates, and lead to meet air quality requirements. Work with federal, state, and local agencies to monitor air quality. Develop and implement the Little Step Big Impact ozone awareness and outreach program. Prepare and conduct sessions on air quality and multi-modal planning at meetings and workshops. Data may be purchased to support air quality planning and modeling activities. MAPA staff will support the Little Steps - Big Impact program. Estimated Hours: 1,460

#### 3. Environment and Energy Activities

MAPA will participate in the Nebraska Community Energy Alliance (NCEA) and work with utilities to coordinate planning of environmental and energy-related efforts with the transportation planning process. Implement the electric vehicle (EV) charging stations project by working with local entities to identify locations for EV stations and potentially administer CMAQ grant to implement stations. Coordinate efforts to deploy infrastructure for increased usage of natural gas (CNG/LNG), electric vehicles, ethanol, and other alternative fuel efforts in Nebraska and Iowa. Activities may include grant preparation and oversight for CMAQ, Nebraska Environmental Trust, and other funding opportunities. Estimated Hours: 840

### **Contracts and Subrecipient Work Activities**

#### Rideshare / TDM Software (45001)

MAPA will coordinate and implement the regional Metro Rideshare program (metrorideshare.org) including purchasing equipment and developing a website.

#### Little Steps - Big Impact (45002)

The 2017 Little Steps - Big Impact ozone reduction campaign will focus education efforts on the small actions everyone can take to help reduce ground-level ozone and improve public health. Live Well Omaha will conduct a commuter challenge to increase alternative modes of transportation during the ozone season. Campaign goals

include reducing single-occupancy vehicle trips and increasing usage of bicycle, pedestrian, transit, and carpool modes. Little Steps - Big Impact will also raise awareness of alternative fuels (such as electric vehicles, CNG/LNG, fuel cells, and biofuels) that reduce emissions. Funding will support staff time for the aforementioned activities.

<b>450 End Products for MAPA Work Activities</b>		<b>Schedule</b>
1.	Rideshare / Travel Demand Management (Website Administration)	Ongoing
2.	Air Quality Activities (Little Steps - Big Impact)	2016 - 2017
2.	Air Quality Activities (Alternative Fuel Education)	Ongoing
2.	Air Quality Activities (Summit / Working Groups)	Annually
3.	NCEA / Iowa Efforts (Electric Vehicle Infrastructure Grants)	2016 - 2017

**450 Budget**

MAPA Activities	<u>Total Cost</u> \$126,031	<u>Hours</u> 3,010
<u>Contracts and Sub-recipients</u>	<u>Total Cost</u>	
Rideshare / Travel Demand Mgmt. (NE-PL)	\$ 13,810	
Little Steps – Big Impact (NE CMAQ)	\$320,400	

***Note that the 460 – Iowa Regional Planning Affiliation (RPA-18) planning activities are described separately in the RPA-18 Transportation Planning Work Program (TPWP).***

## **Congestion Management / Safety and Technology (470)**

### **Objective**

Monitor traffic congestion levels in the region through the CMP. Promote a safe and efficient transportation system through the development of management, operations, safety, and technological strategies / solutions.

### **Previous Work**

- Coordinated travel time and delay data collection through multiple planning efforts
- Participated in Omaha / CBIS Traffic Incident Management (TIM) Committee
- Administered Metro Area Motorist Assist (MAMA) Program
- Maintained regional intelligent transportation system (ITS) architecture
- Reviewed crash data
- Coordinated with local / state jurisdictions on safety planning

### **Work Activities**

#### 1. Congestion Management Process (CMP)

Implement recommendations to enhance the CMP contained in the Certification Review report. Monitor causes of recurring / nonrecurring congestion and identify congestion relief opportunities. Utilize data collected from MTIS, NDOR, Iowa DOT, and other sources to assess existing congestion conditions in the region. Prepare and conduct sessions on congestion for the Transportation Summit, and potentially hold additional working group sessions. Estimated Hours: 240

#### 2. TIM / MAMA

Provide support to the Omaha / CBIS TIM Committee as they lead efforts to implement projects identified in the region's TIM operations manual. Coordinate and provide administrative support to the MAMA program operated by the Nebraska State Patrol. In this fiscal year, MAPA in coordination with the DOT's may update the regional TIM plan and associated grant activities. Estimated Hours: 240

#### 3. Regional ITS Architecture

Maintain and update the regional ITS architecture. Ensure proposed ITS projects in the TIP are consistent with the regional ITS architecture. Estimated Hours: 60

#### 4. Safety / Security Planning

Incorporate transportation safety / security planning into the planning process and the development of the LRTP, TIP, and PPP. Activities will include monitoring accident / security data, participating in safety / security programs, and cooperatively interacting with local jurisdictions and the public. Conduct studies to analyze crash locations and safety planning in the region. Coordinate with state Strategic Highway Safety Plans (SHSP). Prepare and conduct sessions on safety for the Transportation Summit, and potentially hold additional working group sessions. Estimated Hours: 40

#### 5. Traffic Signals / Technology

Plan, monitor, and evaluate traffic signals and traffic technology-based solutions / strategies for the region. Implement the Omaha Traffic Signal Master Plan and Systems Engineering for Adaptive Traffic Signal Control (ATSC). Conduct local / regional plans and studies to coordinate traffic signals, technology, and infrastructure. Estimated Hours: 40

### **Contracts and Subrecipient Work Activities**

Traffic Incident Management (TIM) Plan Update (47010)

Utilize grant funding (ATCMTD, HMEP, or other source) to update the regional TIM Plan in order to identify TIM measures, emergency plans and detour routes, procure incident management equipment, in coordination with TIM stakeholders in the metro area.

<b>470 End Products</b>		<b>Schedule</b>
1.	CMP	2016 - 2017
1.	CMP (Summit / Working Groups)	Annually
2.	TIM / MAMA / Plan Update	Ongoing / 2017
3.	Regional ITS Architecture	Ongoing
4.	Safety / Security Planning	Ongoing
4.	Safety / Security Planning (Summit / Working Groups)	Annually
5.	Traffic Signals / Technology	Ongoing

**470 Budget**

MAPA Activities	<u>Total Cost</u> \$31,085	<u>Hours</u> 620
<u>Contracts and Sub-recipients</u>		
TIM Plan Update (ATCMTD / HMEP / Other)	\$80,000	

## Publications (810)

### Objective

Publicize MAPA activities and accomplishments to member jurisdictions, state and local officials, and the public.

### Previous Work

- Published MAPA Newsletter every two months
- Published MAPA Annual Report
- Developed Regional Officials Director website

### Work Activities

#### 1. Newsletter

Develop, produce, and disseminate at least six issues of the "What's Happening for Community Leaders" newsletter. Electronic newsletters may also be developed. Estimated Hours: 400

#### 2. Annual Report / Community Assistance Report

Develop, produce, and disseminate the MAPA Annual Report. Prepare and disseminate the Community Assistance Report. Estimated Hours: 260

#### 3. Regional Officials Directory

Develop and maintain a website with a map-based listing of the elected and appointed public officials for the region. Estimated Hours: 160

#### 4. Product Development

Develop and distribute information from local / regional data and research. The information will include MAPA reports and summaries related to demographics, employment, land use, housing, traffic, transit, and other programs. These products may be in hard copy or electronic format and will be made available to MAPA members, as well as the public and private sector. Estimated Hours: 220

<b>810 End Products</b>		<b>Schedule</b>
1.	Newsletter	Bi-Monthly
2.	Annual Report / Community Assistance Report	October 2017
3.	Regional Officials Directory (Update)	Spring 2018
4.	Product Development	Ongoing

### 810 Budget

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$52,205	1,040

## Public Information and Communications (840)

**Objective**

Provide transportation-related data to public and private sector representatives.

**Previous Work**

- Provided the public with planning information including traffic counts and forecasts, as well as the TIP, LRTP, and Heartland 2050 documents
- Maintained and updated the MAPA website to provide timely information on MAPA planning and program activities

**MAPA Work Activities**

1. Transportation Information

Provide transportation data to the private sector and general public as necessary and available in accordance with the PPP. The information will include: current, intermediate, and long-range forecasted traffic volumes; current and forecasted socioeconomic data; and short-range / long-range transportation plan / program information. In coordination with Metro Transit, provide transit data and assistance to public bodies, the private sector, and general public as necessary and available. Estimated Hours: 300

2. Libraries

Collect and maintain acquisitions for MAPA's professional transportation and data libraries. Estimated Hours: 50

3. Websites / Social Media

Maintain the MAPA websites including MAPA, Heartland 2050, Little Steps - Big Impact, and Metro Rideshare. Update the MAPA website with projects, regional data, maps, and committee information. Update MAPA's social media to communicate pertinent information to the public. Integrate the MAPA public outreach efforts with various social media outlets. Estimated Hours: 700

<b>840 End Products for MAPA Work Activities</b>		<b>Schedule</b>
1.	Transportation Information	Ongoing
2.	Libraries	Ongoing
3.	Websites / Social Media	Ongoing

**840 Budget**

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$52,535	1,050

## Transportation Administration (940)

### Objective

Provide for efficient administration of MAPA's transportation programs.

### Previous Work

- Maintained and updated UPWP
- Developed FY 2017 UPWP
- Developed contracts and the Memorandum of Agreement (MOA) for programs, projects, and activities
- Reviewed federal Certification Review Action Plan
- Developed and executed PL Agreements with Nebraska and Iowa

### Work Activities

#### 1. Program Administration

Provide oversight and administrative support for MAPA transportation and data staff activities. Estimated Hours: 900

#### 2. Contracts

Develop proposals, negotiate contracts for programs, and provide contract activity monitoring / reporting. Estimated Hours: 60

#### 3. UPWP

Develop and maintain the FY 2017 UPWP. A draft UPWP is approved in March by the Council of Officials, Board of Directors, and TTAC, with submittal in April for state and federal review. Final approval by MAPA occurs in May, with submittal in June to state and federal agencies. Estimated Hours: 290

#### 4. Agreements

Maintain and review the Memorandum of Agreement (MOA) outlining state, MPO, and transit responsibilities. Develop and execute the annual PL Agreements with Nebraska and Iowa. Estimated Hours: 20

#### 5. Certification Review Action Plan

Implement the federal Certification Review Action Plan for MAPA's processes and programs. Review progress and revise activities on an ongoing basis. Estimated Hours: 20

<b>940 End Products</b>		<b>Schedule</b>
1.	Program Administration	Ongoing
2.	Contracts	Ongoing
3.	UPWP	Ongoing
4.	Agreements	Ongoing
5.	Certification Review Action Plan	Ongoing

### 940 Budget

	<u>Total Cost</u>	<u>Hours</u>
MAPA Activities	\$64,410	1,290

## **Finance and Operations Activities - Indirect (970,980,990)**

### **970: Employee Benefit Administration**

Provide management of agency benefits, retirement, and health / life insurance program.

### **980: Fiscal Management**

Develop the annual budget and cost allocation plan. Track revenues and expenditures. Prepare invoices. Assist with the annual audit and other fiscal activities.

### **990: General Administration**

Undertake administrative activities including personnel activities, computer / technology support, and clerical support.



Appendix I: MAPA Draft FY - 2017 UPWP Budget Table

Work Activity	FHWA PL				FTA 5303/5304/5305			RPA-18	Neb STP	Iowa STP	ATCMTD HMEP	FTA Veterans VTCLI	FTA JARC/NF	FTA 5310	Neb CMAQ	Aerial Photography	Total Transportation Funding	Hours
	Neb FY-17	Neb C/O	Iowa FY-17	Iowa C/O	Neb FY-17	Neb CO	Iowa FY-17	Iowa SPR & 5311										
<b>MAPA Activities</b>																		
140 Transportation Forums	\$ 12,322	\$ -	\$ 1,620	\$ 1,000	\$ 5,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,242	400
170 Technical and Policy Education	29,275	-	10,542	7,210	12,980	-	-	-	-	-	-	-	-	-	-	-	60,007	1,200
180 Public Events and Workshops	3,720	-	150	150	750	-	-	-	-	-	-	-	-	-	-	-	4,770	100
190 MAPA Policy Administrative Forums	61,150	7,500	6,850	4,125	28,700	-	-	-	-	-	-	-	-	-	-	-	108,325	2,170
410 Short-Range Planning	93,160	12,500	9,960	5,400	37,050	-	14,703	-	-	-	-	-	-	-	-	-	172,773	3,460
420 Long-Range Planning	203,049	38,877	18,915	12,700	76,250	-	14,700	-	-	-	-	-	-	-	-	-	364,491	7,290
430 Public Participation	34,250	-	2,850	1,750	12,000	-	-	-	-	-	-	-	-	-	-	-	50,850	1,020
440 Transit/Human Service Transportation	6,070	-	550	350	32,800	-	5,200	-	-	-	-	37,500	-	68,000	-	-	150,470	3,010
450 Air Quality Environmental	24,481	-	2,900	1,750	6,050	-	-	-	-	-	-	-	-	-	90,850	-	126,031	2,520
460 Iowa Regional Planning Affiliation-18	-	-	-	-	-	-	-	79,035	-	-	-	-	-	-	-	-	79,035	1,580
470 Congestion MGMT/ Safety & Technology	20,095	-	1,970	1,200	7,820	-	-	-	-	-	-	-	-	-	-	-	31,085	620
810 Publications	33,410	-	3,245	2,000	13,550	-	-	-	-	-	-	-	-	-	-	-	52,205	1,040
840 Public Information and Communications	33,460	-	3,600	2,200	13,275	-	-	-	-	-	-	-	-	-	-	-	52,535	1,050
940 Transportation Administration	35,710	-	5,800	3,400	15,700	-	3,800	-	-	-	-	-	-	-	-	-	64,410	1,290
<b>Subtotal MAPA Activities</b>	<b>\$ 590,152</b>	<b>\$ 58,877</b>	<b>\$ 68,952</b>	<b>\$ 43,235</b>	<b>\$ 262,225</b>	<b>\$ -</b>	<b>\$ 38,403</b>	<b>\$ 79,035</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 37,500</b>	<b>\$ -</b>	<b>\$ 68,000</b>	<b>\$ 90,850</b>	<b>\$ -</b>	<b>\$ 1,337,229</b>	<b>26,740</b>
<b>Contracts and Subrecipients</b>																		
41007 - Metro Area Aerial Photography	\$ 110,694	\$ 14,719	\$ 11,626	\$ 10,809	\$ 45,000	\$ -	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 264,385	\$ 462,233	9,240
41010 - Douglas County GIS Activities	117,260	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	117,260	2,350
41011 - Omaha Public Works Traffic Counting	90,090	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	90,090	1,800
41012 - Omaha Planning Activities	85,800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	85,800	1,720
41013 - Sarpy County Planning & GIS Activities	92,950	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	92,950	1,860
41015 - Pottawattamie County GIS Activities	-	-	50,050	-	-	-	-	-	-	-	-	-	-	-	-	-	50,050	1,000
42000 - Platteview Road Corridor Analysis Phase 2	250,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	250,000	2,080
42006 - Live Well Omaha Bike Education	-	-	-	-	-	-	-	-	112,500	-	-	-	-	-	-	-	112,500	2,250
42009 -H2050 Mini Grants	-	-	-	-	-	-	-	-	250,000	100,000	-	-	-	-	-	-	350,000	7,000
42009 -H2050 Website	25,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25,000	250
42010 -On-Call Modeling	16,000	-	2,750	-	6,250	-	-	-	-	-	-	-	-	-	-	-	25,000	500
44003 - 5310 - JARC Administration	-	-	-	-	-	-	-	-	-	-	-	-	125,000	720,000	-	-	845,000	16,900
44004 - Mobility Coordination	-	-	-	-	-	-	-	-	-	-	-	400,000	-	-	-	-	400,000	8,000
44006 - Metro Transit Activities	-	-	-	-	140,000	-	-	-	-	-	-	-	-	-	-	-	140,000	2,800
44011 - Sarpy County Transit Study	-	-	-	-	-	67,500	-	-	-	-	-	-	-	-	-	-	67,500	1,350
45001 - Rideshare / Travel Demand Management	13,810	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	13,810	280
45002 - Little Steps Big Impact Air Quality Project	-	-	-	-	-	-	-	-	-	-	-	-	-	-	320,400	-	320,400	6,410
47001 - TIM Plan Update	-	-	-	-	-	-	-	-	-	-	80,000	-	-	-	-	-	80,000	1,600
<b>Subtotal Contracts and Subrecipients</b>	<b>\$ 801,604</b>	<b>\$ 14,719</b>	<b>\$ 64,426</b>	<b>\$ 10,809</b>	<b>\$ 191,250</b>	<b>\$ 67,500</b>	<b>\$ 5,000</b>	<b>\$ -</b>	<b>\$ 362,500</b>	<b>\$ 100,000</b>	<b>\$ 80,000</b>	<b>\$ 400,000</b>	<b>\$ 125,000</b>	<b>\$ 720,000</b>	<b>\$ 320,400</b>	<b>\$ 264,385</b>	<b>\$ 3,527,593</b>	<b>67,390</b>
<b>Total</b>	<b>\$ 1,391,756</b>	<b>\$ 73,596</b>	<b>\$ 133,378</b>	<b>\$ 54,044</b>	<b>\$ 453,475</b>	<b>\$ 67,500</b>	<b>\$ 43,403</b>	<b>\$ 79,035</b>	<b>\$ 362,500</b>	<b>\$ 100,000</b>	<b>\$ 80,000</b>	<b>\$ 437,500</b>	<b>\$ 125,000</b>	<b>\$ 788,000</b>	<b>\$ 411,250</b>	<b>\$ 264,385</b>	<b>\$ 4,864,822</b>	<b>94,130</b>
Total Hours	27,840	1,470	2,670	1,080	9,070	1,350	870	1,580	7,250	2,000	1,600	8,750	2,500	15,760	8,230	5,290	97,310	
<b>Funding Sources</b>																		
Federal	\$ 979,962	\$ 58,877	\$ 106,702	\$ 43,235	\$ 362,780	\$ 54,000	\$ 34,722	\$ 63,228	\$ 290,000	\$ 80,000	\$ 64,000	\$ 330,000	\$ 100,000	\$ 618,000	\$ 329,000	\$ -	\$ 3,514,506	
Federal %	70%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	75%	80%	78%	80%	0%	72%	
<b>Match Funding</b>																		
In-kind	\$ 116,100	\$ -	\$ 15,050	\$ -	\$ 42,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ 25,000	\$ 170,000	\$ 9,000	\$ -	\$ 477,150	
Aerial Photography	110,694	14,719	11,626	10,809	45,000	-	5,000	-	-	-	-	-	-	-	-	-	197,848	
Pott Co Master Plan	-	-	-	-	-	-	-	12,000	-	-	-	-	-	-	-	-	12,000	
State	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Local Cash	185,000	-	-	-	3,695	13,500	3,681	3,807	72,500	20,000	16,000	7,500	-	-	73,250	264,385	663,318	
Subtotal Match	\$ 411,794	\$ 14,719	\$ 26,676	\$ 10,809	\$ 90,695	\$ 13,500	\$ 8,681	\$ 15,807	\$ 72,500	\$ 20,000	\$ 16,000	\$ 107,500	\$ 25,000	\$ 170,000	\$ 82,250	\$ 264,385	\$ 1,350,316	
Match %	30%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	25%	20%	22%	20%	100%	28%	

## APPENDIX II - MAPA Council of Officials

### NEBRASKA

#### DOUGLAS COUNTY (531,265)

Bennington (1,458)  
Boys Town (745)

Omaha (408,958)  
Omaha City Council  
Ralston (5,943)  
Valley (1,875)  
Waterloo (848)

CLARE DUDA (representing Board Chairman Mary Ann Borgeson)  
GORDON MUELLER, Mayor  
JOHN MOLLISON (representing Board Chairman Rev. Steven Boes)  
JEAN STOTHERT, Mayor  
RICH PAHLS, City Councilmember  
RICH ONKEN (representing Mayor Don Groesser)  
JOAN SUHR (representing Mayor Carroll Smith)  
STAN BENKE, Village Board Chairman

#### SARPY COUNTY (158,840)

Bellevue (50,137)  
Gretna (4,441)  
La Vista (15,758)  
Papillion (18,894)  
Springfield (1,529)

PRESIDENT

TOM RICHARDS (representing Board Chairman Brenda Carlisle)  
RITA SANDERS, Mayor  
JEFF KOOISTRA (representing Mayor Jim Timmerman)  
DOUG KINDIG, Mayor  
DAVID BLACK, Mayor  
MIKE DILL, Mayor

#### WASHINGTON COUNTY (20,234)

Arlington (1,243)  
Blair (7,990)  
Fort Calhoun (908)  
Herman (268)  
Kennard (361)  
Washington (155)

ERNEST ABARIOTES, Supervisor (representing Board Chairman Jeff Quist)  
TOM BROWN, Village Board Chairman  
JIM REALPH, Mayor  
DAVID GENOWAYS (representing Mayor Mitch Robinson)  
THOMAS KEGLER, Village Board Chairman  
GEORGE PEARSON, Village Board Chairman  
LOUIS KOLOGENSKI, Board of Trustees

### IOWA

#### MILLS COUNTY (15,059)

Emerson (438)  
Glenwood (5,269)  
Hastings (152)  
Henderson (185)  
Malvern (1,142)  
Pacific Junction (471)  
Silver City (275)

VICE PRESIDENT

RON KOHN, Board Chairman  
ROB ERICKSON, Mayor  
KIM CLARK, Mayor  
RODNEY COURTIER, Mayor  
MICHAEL BAUMFALK, Mayor  
MICHAEL BLACKBURN, Mayor  
ANDY YOUNG, Mayor  
GARY FRANKFORTER, Mayor

#### POTTAWATTAMIE COUNTY (93,158)

Avoca (1,506)  
Carson (812)  
Carter Lake (3,785)  
Council Bluffs (62,230)  
Crescent (617)  
Hancock (196)  
Macedonia (246)  
McClelland (151)  
Minden (599)  
Neola (842)  
Oakland (1,527)  
Treyvor (919)  
Underwood (917)  
Walnut (785)

TOM HANAFAN (representing Board Chairman Scott Belt)  
JENNIE MAASSEN, Mayor  
ERIC WEUVE, Mayor  
GERALD WALTRIP, Mayor  
MATTHEW WALSH, Mayor  
BRIAN SHEA, Mayor  
JEFF GRESS, Mayor  
EILEEN ADICKES, Mayor  
EMMET DOFNER, Mayor  
RICHARD ARMSTRONG, Mayor  
SCOTT BROOKS, Mayor  
MICHAEL O'BRIEN, Mayor  
BRYCE POLAND, Mayor  
DENNIS BARDSLEY, Mayor  
GENE LARSEN, Mayor

## MAPA Council of Officials

### SPECIAL PURPOSE GOVERNMENTAL ENTITIES

Bellevue Public Schools  
Council Bluffs Airport Authority  
Council Bluffs Planning Commission  
Fremont School District  
Golden Hills Resource Conservation & Development  
Iowa Western Community College  
Metro Transit  
Metropolitan Utilities District  
Metropolitan Community College  
Millard Public Schools  
Millard Suburban Fire District  
  
Omaha Airport Authority  
Omaha Housing Authority  
Omaha Planning Board  
Omaha Public Power District  
  
Papillion-La Vista Public Schools  
Papio Missouri River NRD  
Pony Creek Drainage District  
Ralston Public Schools  
Valley Fire District #5

NINA WOLFORD, Board President  
DAN SMITH (representing Board President John Dalton)  
MARY ANN BRAGG, Board Chairman  
MARK SHEPARD, Superintendent  
BARRY DEUEL, Board Chairman  
RANDY PASH, Board Chairman  
AMY HAASE, Board Chairman  
SCOTT KEEP (representing Board Chairman Amy Lindsay)  
RON HUG (representing Board Chairman Linda McDermitt)  
DR. JIM SUTFIN, Superintendent  
KEVIN EDWARDS, Fire Chief (representing Board President Jennifer Nienaber)  
DAVID ROTH (representing Board Chairman Eric Butler)  
JENNIFER TAYLOR, Board Chairman  
ANNA NUBEL, Board Chairman  
TOM RICHARDS (representing Board Chairman NP (Sandy) Dodge)  
ANDREW RIKLI, Superintendent  
FRED CONLEY, Board Chairman  
MERRILL SARGENT, Board Chairman  
LINDA RICHARDS, Board President  
BOB CARLSON, Board President

## MAPA Board of Directors

City of Bellevue	VICE CHAIRWOMAN	RITA SANDERS, Mayor
City of Council Bluffs		MATT WALSH, Mayor
City of Omaha	CHAIRMAN	JEAN STOTHERT, Mayor
Douglas County		CLARE DUDA
Iowa Small Communities / Counties		RON KOHN
Nebraska Small Communities / Counties		DOUG KINDIG
Pottawattamie County		TOM HANAFAN
Sarpy County		TOM RICHARDS
Secretary / Treasurer		PATRICK BLOOMINGDALE

## MAPA Transportation Technical Advisory Committee (TTAC)

### TTAC Voting Members

Bellevue Planning	VICE CHAIRMAN	CHRIS SHEWCHUK
Bellevue Public Works		JEFF ROBERTS
Cass County Board of Commissioners		JANET MCCARTNEY
Council Bluffs Planning		DON GROSS
Council Bluffs Public Works		GREG REEDER
Douglas County Engineer's Office		DAN KUTILEK (representing Tom Doyle)
Iowa Department of Transportation, District 4		SCOTT SUHR
La Vista Public Works		JOE SOUCIE
Metro Transit		CURT SIMON
Nebraska Department of Roads, District 2		TIM WEANDER
Nebraska Department of Roads, Lincoln		BRAD ZUMWALT
Omaha Airport Authority, NE		DAVID ROTH
Omaha City Engineer		TODD PFITZER
Omaha Planning		DEREK MILLER
Omaha Public Works Director		ROBERT STUBBE
Papillion Planning		MARK STURSMA
Papillion Public Works		MARTY LEMING
Pottawattamie County	JOHN RASMUSSEN	
Ralston	DAN FRESHMAN	
Sarpy County Planning	BRUCE FOUNTAIN	
Sarpy County Public Works	CHAIRMAN DENNIS WILSON	

### TTAC Associate Members

Benesch	JIM JUSSEL
Council Bluffs Chamber of Commerce	TERRY BAILEY
Federal Highway Administration – Iowa Division	TRACY TROUTNER
Federal Highway Administration – Nebraska Division	JUSTIN LUTHER
Federal Transit Administration Region VII	MARK BECHTEL (representing Mokhtee Ahmad)
Felsburg Holt & Ullevig, NE	KYLE ANDERSON
Greater Omaha Chamber of Commerce	JAMIE BERGLUND
Greater Omaha Chamber of Commerce	TIM STUART
HDR Engineering, Inc.	MATT SELINGER
HGM	JOHN JORGENSEN
Iteris, Inc.	MICHAEL MALONE
Kirkham Michael	SORIN JUSTER
Lamp, Rynearson & Associates, Inc	MATTHEW KRUSE
Metropolitan Area Planning Agency	GREG YOUELL
Olsson Associates	MIKE PIERNICKY
Parsons Brinckerhoff	KARL FREDRICKSON
The Schemmer Associates, Inc	TODD COCHRAN
The Schemmer Associates, Inc	CHARLES HUDDLESTON

OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY

RESOLUTION NUMBER 2016 – 16

WHEREAS, the members of the Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) have been formally designated by their respective legislative bodies to act as the official representative in planning matters of mutual concern; and

WHEREAS, MAPA is the designated Metropolitan Planning Organization (MPO) for the Omaha-Council Bluffs Transportation Management Area (TMA); and

WHEREAS, The MPO, as required Metropolitan transportation planning activities performed with funds provided under title 23 U.S.C. and title 49 U.S.C. Chapter 53 shall be documented in a unified planning work program (UPWP), or simplified statement of work in accordance with the provisions of this section and 23 CFR part 420 and must annually prepare a document that provides an overview of all purposed major work activities, funding levels and funding sources; and

WHEREAS, The Unified Planning Work Program for fiscal year 2017, covering the period of July 1, 2016 to June 30, 2017 has been prepared, submitted to the Iowa Department of Transportation and Nebraska Department of Roads, made available for public comment for a thirty (30) day period and has been reviewed and recommended for adoption by the Transportation Technical Advisory Committee of the MPO, and now requires official approval from the Board of Directors of the MPO.

NOW, THEREFORE, BE IT RESOLVED that the Omaha-Council Bluffs Metropolitan Area Planning Agency Board of Directors approves the Unified Planning Work Program for Fiscal Year 2017.

BE IT FURTHER RESOLVED, that the MAPA Board Chairman and the MAPA Executive Director are hereby authorized and directed to execute such agreements with Iowa Department of Transportation and Nebraska Department of Roads on behalf of the MAPA MPO.

PASSED this 26<sup>th</sup> Day of May, 2016

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Ron Kohn  
Chairman, MAPA Board of Directors



**Metropolitan Area Planning Agency  
FY2016-2021 Transportation Improvement Program**

**Revision Summary - Amendment 11**

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
IA-29767	Kanesville Blvd Adaptive Traffic Signal Control	Council Bluffs	Change project limits to "On Kanesville Boulevard, from 16th Street east 1.7 Miles to North Broadway"



**Metropolitan Area Planning Agency**  
**FY2016-2021 Transportation Improvement Program**

TIP ID	Project Name					
2015-077	<b>Kanesville Blvd Adaptive Traffic Signal Control</b>					
Control Number						
IA-29767						
Lead Agency	Council Bluffs	Project Type	ITS			
County	Pottawattamie	Length (mi)	1.70	Total Project Cost*	\$486.00	
Location	On Kanesville Boulevard, from 16th Street E 1.7 Miles to North Broadway					
Description	Deployment of an Adaptive Traffic Signal Control system along Kanesville Boulevard					

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2016	UTIL-CON-CE	CMAQ	\$486.00	\$388.80	\$0.00	\$97.20

\* Amounts in thousands of U.S. dollars

Revision History

**5/26/2016** **Amendment 11**  
 Change project limits to "On Kanesville Boulevard, from 16th Street east 1.7 Miles to North Broadway"



SUBCONSULTANT AGREEMENT  
FOR  
CONSULTING SERVICES

THIS SUBCONTRACT is made by JEO CONSULTING GROUP, INC., P.O. Box 207, Wahoo, NE 68066, hereinafter called "JEO" and between Metropolitan Area Planning Agency (MAPA), hereinafter called "SUBCONTRACTOR".

WHEREAS, JEO has entered into a Contract with Mills County Board of Supervisors hereinafter called "Owner" to provide planning support work and services in connection with the Mills County, Iowa, Comprehensive plan Update hereinafter called the "Project" and

WHEREAS, JEO desires "SUBCONTRACTOR" to perform certain work and services set forth in said Contract; and

WHEREAS, "SUBCONTRACTOR" has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Contract and enumerated on Exhibit "A" attached hereto:

NOW, THEREFORE, the parties agree as follows:

- I. SUBCONTRACTOR shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in Exhibit "A", attached hereto for JEO on behalf of the Owner in accordance with the terms, conditions, and provisions of this Subcontract and the applicable provisions in the Contract and Scope of Services between Owner and JEO, a copy of which will be attached hereto as Exhibit "B", when completed.

SUBCONTRACTOR shall be bound to JEO by the terms, conditions, and provisions of said Contract and of this Subcontract and shall assume toward JEO all of the obligations and responsibilities that JEO assumes toward the Owner for SUBCONTRACTOR's services set forth in this Subcontract.

- II. SUBCONTRACTOR shall be responsible for coordinating all of its work and services with JEO and the Owner. JEO shall arrange for obtaining legal access to the site from the Owner. To the extent consistent with the Standard of Care provision in SECTION III, SUBCONTRACTOR shall be responsible for determining, based upon readily-available information in municipal records or in the possession of either JEO, the Owner, or utility companies, the existence of underground structures or hazards in the area of the work site where its services will be performed.
- III. SUBCONTRACTOR represents that the services shall be performed, within the limits prescribed by JEO in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representations to JEO, express or implied, and no warranty or guarantee is included or intended in this Subcontract, or in any report, opinion, document or otherwise. SUBCONTRACTOR will be given a written "Notice to Proceed" by JEO after the Owner has given JEO written "Notice to Proceed".

- IV. All instruments of service (including in part plans, specifications, drawings, reports, designs,



computations, computer programs, data disks, estimates, surveys, other data or work items, etc.) prepared under this Subcontract shall be submitted for approval of the Owner through JEO. All instruments of service shall be professionally sealed and signed as may be required by law or by the Owner.

Reuse of any materials described above by JEO on an extension of this project, or any other project without SUBCONTRACTOR's written authorization shall be at JEO's risk and JEO agrees to indemnify and hold harmless SUBCONTRACTOR from all claims, damages, and expenses including attorney's fees arising out of such unauthorized reuse.

The SUBCONTRACTOR agrees that he will not knowingly include any copyrighted material in any written or copyrightable material furnished or delivered under this contract without a license or without the consent of the Owner of the copyrighted material.

- V. SUBCONTRACTOR shall also provide and maintain Professional Liability Insurance coverage, to protect SUBCONTRACTOR from liability arising out of the negligent performance of professional services under this Subcontract. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000). Subcontractor shall also carry general liability, auto liability, workers comp, and excess liability insurance in amounts acceptable to JEO. JEO shall be provided a certificate of insurance and be named as an additional insured.
- VI. Neither party shall assign or sublet this Subcontract or any part thereof without the written consent of the other party. Such consent shall not be unreasonably withheld.
- VII. Period of Service and Termination
  - A. The period of service by the Subcontractor under this subcontract shall be from May 6, 2016 through the completion of the project and may be renewed upon the mutual agreement of the parties hereto.
  - B. This Subcontract may be terminated at such time as the Prime Contract is terminated. JEO shall promptly notify the Subcontractor of such termination.
  - C. This Subcontract may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Subcontract through no fault of the party initiating the termination.
  - D. Unless the termination is the fault of the Subcontractor, the Subcontractor shall be compensated for all services performed prior to receipt of written notice from JEO of such termination.
  - E. The Subcontractor's services shall be performed in manner, sequence and timing so that they will be coordinated with those of JEO and other consultants for the Project.

VIII. Compensation

Upon the Subcontractor's acceptance hereof, JEO agrees to pay the Subcontractor according to the following schedule:

As per attached Exhibit "A".

No claims for extra, additional, or changes in the services will be made by SUBCONTRACTOR without a written agreement with JEO prior to the performance of such services unless specified elsewhere in this Subcontract.

IX. Payment

Payment will be made based on monthly billings, provided, however, such payments will not become due to SUBCONTRACTOR until ten (10) days after JEO receives payment for such services from the Owner, which payments are condition precedent to JEO's obligation to make payment to SUBCONTRACTOR's. JEO shall invoice the Owner separately for SUBCONTRACTOR's services. Such invoices shall be submitted by JEO to the Owner monthly with JEO's invoice.

X. Other Conditions or Services

See Exhibit "A".

The Subcontractor is an independent contractor responsible for methods and means used in performing the Consultant's services under this Subcontract, and is not an employee, agent or partner of JEO.

JEO shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the Subcontractors and Consultants retained by JEO for the Project as necessary for coordination of the Project.

XI. E-Verify Program

The Subcontractor shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work will be performed. Sub-consultant shall require the same of each subcontractor.

Except as authorized by JEO, all communications between the Subcontractor and the Owner, Contractor or other consultants for the Project shall be forwarded through JEO.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
"SUBCONTRACTOR"

JEO CONSULTING GROUP, INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Jeffrey B Ray, AICP

TITLE: \_\_\_\_\_

TITLE: Planning Department Manger

ADDRESS: \_\_\_\_\_

ADDRESS: P.O. BOX 207

\_\_\_\_\_

WAHOO, NE 68066

TELEPHONE: ( ) \_\_\_\_\_

TELEPHONE: ( 402) 779-1070

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

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



## Exhibit A Form of Agreement between Owner and Subconsultant May 6, 2016

### **For the following project (brief description):**

Completion of a Comprehensive Plan Update for Mills County, Iowa to provide a valuable tool for the County and its partners to utilize in promoting tax base growth, employment opportunity growth, public safety and welfare, and enhanced quality of life..

### **The Owner and Subcontractor agree to the following:**

#### **SCOPE OF SERVICES:**

Based on the project generally defined above, we agree to provide planning services required to update the existing Comprehensive Plan as follows. Please note that these services may run concurrently.

#### **1) Project Kickoff and Management (JEO shall lead the Project Management and Coordinate with the County Staff):**

##### **MAPA fee - \$1,050.00**

- a) Establish a Plan Advisory Committee and a proposed meeting schedule
- b) Develop a Public Participation Plan for the project
- c) Develop the base map in ArcGIS with county staff
- d) MAPA shall assist with the project kick-off meeting and advise on the project schedule
- e) JEO and MAPA shall provide with a minimum of monthly communications detailing the project budget and status

#### **2) Comprehensive Plan:**

##### **a) Profile Mills (JEO shall lead this task inventorying the existing conditions)**

- i) Collect and analyze population and economic statistics relevant to future development. Such data shall be obtained through census information from the 2010 census data and subsequent estimates.
- ii) Analysis of existing land use, transportation, community facilities, public infrastructure, housing, energy use, natural hazards, agricultural and natural resources
- iii) JEO shall direct committee meetings.

##### **b) Envision Mills (MAPA shall lead this task with JEO supporting the public and stakeholder involvement)**

##### **MAPA Fee \$4,500**

- i) MAPA shall conduct a Town Hall Meeting(s); the County shall provide the space and properly advertise the event.
- ii) MAPA and JEO shall conduct four focus groups meetings to be held the same day with groups selected by the County and set up and manage the on-line public participation tool, mySidewalk.
- iii) MAPA shall develop a draft list of Goals and Objectives based off the public input received and the team's evaluation of the County and data previously provided. This list shall be submitted to the Plan Advisory Committee for their review and comment

### **JEO CONSULTING GROUP INC**

and modified to address their recommendations resulting in a final list of Goals and Objectives.

- iv) MAPA shall direct meeting(s) with the Plan Advisory Committee to present/discuss the Envision Section.
- c) Achieve Mills: (MAPA shall lead this task with JEO supporting the future conditions and needs)

**MAPA Fee \$4,500**

- i) MAPA shall develop an updated Comprehensive Housing Study, Public Infrastructure and Facilities, Economic Development, Natural Hazards, and the Agricultural and Natural Resource Elements that incorporate professional planning principles into the Comprehensive Plan with assistance from the Plan Advisory Committee
- ii) MAPA shall incorporate the Iowa Smart Planning Principals into the plan.
- iii) MAPA shall develop a future land use, housing strategy and transportation plan with input from the Plan Advisory Committee and county staff.
- iv) MAPA shall direct meeting(s) with the Plan Advisory Committee to present/discuss the Achieve Section.
- v) Consideration of the Iowa Smart planning Principals
- d) **Implement Mills:** (MAPA shall lead this task with JEO supporting the future goals of Mills County)

**MAPA Fee \$3,000**

- i) MAPA shall develop the goals and objectives with a prioritized project list and assigned to appropriate parties for each element of the plan including future housing recommendations.
- ii) MAPA shall develop a list of potential funding sources to assist in completing the goals and objectives listed.
- iii) MAPA shall direct meeting(s) to create and present the VIP.
- e) **Public Hearings:** (Both JEO and MAPA will present at the public hearings)

**MAPA Fee \$1,050**

- i) The county shall provide legal review of the draft Comprehensive Plan update and all meeting notices for conformance with local, state and federal laws and regulations prior to scheduling public hearings for the adoption of the plan.
- ii) JEO/MAPA team shall present the updated Comprehensive Plan at a public hearing of the Planning & Zoning Board and revise as directed by the Planning & Zoning Board.
- iii) JEO/MAPA team shall present the updated Comprehensive Plan at a public hearing of the County Board and revise as directed by the County Board.

**3) Deliverables: (JEO shall provide the deliverables to the county and a copy to MAPA)**

- a) Up to 25 printed color copies of the updated Comprehensive Plan
- b) Electronic copy of the Plan in .pdf on CD
- c) GIS shape files for all maps created
- d) One 34" x 44" wall map of the Future Land Use

**4) Total MAPA Fee shall not exceed \$14,100**

## MAPA CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Parties: MAPA/HDR Inc.
2. Project Number and Title: 17024201001 – On Call Travel Demand Model Activities – FY17
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Planning Agency Name and Address  
  
Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha NE 68102-4328
6. Consultant Name and Address  
  
HDR Inc.  
1120 N 103<sup>rd</sup> Plaza, #300  
Omaha, NE 68114

### ACCOUNTING DATA

7. Contract - For an amount not to exceed \$ 25,000

### DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of Legal Review:
9. Date of MAPA Finance Committee Approval:
10. Date of Approval by Consultant:

## AGREEMENT

THIS CONTRACT, effective this first day of July, 2016 by and between HDR, Inc. 1120 N 103<sup>rd</sup> Plaza, Omaha, NE 68114 (herein called "Consultant") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska 68102 (herein called the "Planning Agency"),

WITNESSETH THAT:

WHEREAS, the Planning Agency desires to engage Consultant to render certain technical and professional services hereafter described by the Planning Agency in Exhibit A.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Consultant The Planning Agency hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform services herein set forth.

2. Scope of Services The Consultant shall do, perform and carry out in a satisfactory and proper manner, all of the services as stated. Said services shall include, but not be limited to the following:

- A. Objective. The objective of this agreement is to assist in developing scenarios and updating the travel demand model for the MAPA TMA.
- B. Work Activity. The Consultant will provide travel demand model forecasts as requested by MAPA in writing in the form of a task order. The model will be updated and refined following recommendations from the MAPA TMIP Peer Review and ongoing discussions with FHWA Resource Center and TMAC input. Validate and provide documentation for modeling activities. Analyze land use data and forecasts along the Central Omaha Alternatives Analysis Phase II Corridor, among other model-related activities.
- C. Anticipated Results. The Consultant will provide the Planning Agency with travel demand model updates and data on an as needed basis.
- D. Delivery Schedule. Requested deliverables shall be provided to the Planning Agency as directed in the task order.

3. Personnel. The Consultant shall furnish the necessary personnel, materials and services, equipment and transportation and otherwise do all things necessary for or incidental to the performance of the work set forth in the Scope of Services herein.

All of the services required hereunder shall be performed by the Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized by the Consultant to perform such services.

None of the work or services covered by this Contract shall be subcontracted by the Consultant without prior written approval by the Planning Agency.

4. Time of Performance. The services of the Consultant are to commence July 1, 2016 and end June

30, 2017.

5. Compensation The Planning Agency agrees to compensate the Consultant according to the Attachment A. The total charge to the Planning Agency for salaries and expenses plus a profit rate of 14.55% shall not exceed \$25,000 (twenty-five thousand dollars). See Exhibit B.

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

- A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.
  - a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the Consultant's accounting books of record.
  - b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.
- B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items.

A non-labor cost charged as a direct cost cannot be included in the Consultant's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Consultant shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

6. Method of Payment. The Consultant may request partial payment for services performed under this Contract on a monthly schedule, starting at least 30 days after contract effective date. Such requests shall be based on the percentage of work completed to date of such requests. Final payment of services under this contract shall be made by the Planning Agency within sixty (60) days following satisfactory completion of the Consultant's obligations under this Contract.

If Nebraska Department of Roads (NDOR) notifies MAPA that a cost item paid to the Consultant under this Agreement is not eligible for funding by Federal Highway Administration (FHWA), then the Consultant shall reimburse to MAPA the amount of the ineligible cost item.

- 7. Records and Audits. The Consultant shall maintain accounts and records, including personnel,



property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Planning Agency to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Planning Agency, any representative of the FHWA, the Inspector General, the Government Accounting Office, the State Auditor's Office, the Nebraska Department of Roads, or any authorized representative, and shall be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Planning Agency.

8. Civil Rights Provisions.

- A. Discrimination in Employment - The Consultant shall not discriminate against any qualified employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but may not be limited to the following: employment, upgrading, demotion or transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including an apprenticeship. The Consultant agrees to post notices setting forth the provisions of the nondiscrimination clause in conspicuous places so as to be available to employees.
- B. Considerations for Employment - The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability.

Solicitation and Advertisement - The Consultant shall list all suitable employment openings with the State Employment Service local offices.

- C. Civil Rights Compliance in Employment - The Consultant shall comply with all relevant provisions of the Federal Executive Order 11246, as amended by Federal Executive Order 11375, Title VII of the U.S. Civil Rights Act of 1964, as amended, the Fair Labor Standards Act (29 USC Section 201 et. seq.), Section 504 of the Vocational Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, as amended, and the Vietnam Veterans Readjustment Act of 1974. The CONSULTANT will furnish all information and reports requested by the State of Nebraska or required by or pursuant to the rules and regulations thereof and will permit access to payroll and employment records by the State of Nebraska to investigate compliance with these rules and regulations.
- D. Program Nondiscrimination - The Consultant shall conform with requirements of Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and DHUD regulations issued pursuant thereto contained in 24 CFR Part 1. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available through this contract. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 et. seq.) or with respect to an otherwise qualified disabled individual as provided in Section 504 of the Vocational Rehabilitation Act of 1973, (29 USC Section 794) shall also apply to any such program or activity.
- E. Fair Housing - The Consultant (if applicable) shall comply with Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.), generally known as the Fair Housing Act, and with DHUD regulations found at 24 CFR Part 107, issued in compliance with Federal Executive Order 11063, as amended by Federal Executive Order 12259. The UNP-IS&T shall also comply with Section 109, Title I of

the Housing and Community Development Act of 1974, as amended.

- F. Training and Employment - The Consultant shall comply with provisions for training, employment, and contracting in accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- G. Noncompliance with the Civil Rights Laws - In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the aforesaid rules, regulations, or requests, this contract may be canceled, terminated, or suspended either wholly or in part. In addition, the State of Nebraska may take further action, imposing other sanctions and invoking additional remedies as provided.

9. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Planning Agency shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least five (5) working days before the effective date of such termination. In that event, the Planning Agency shall be compensated for work performed and expenses incurred to date in accordance with the schedule set forth in paragraph 6.

10. Changes. The Planning Agency may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Planning Agency and the Consultant, shall be incorporated in written amendments to this Contract.

11. Interest of Members of the Consultant and Others. No employee of the Consultant and no members of its governing body, and no other public official of the governing body of the locality in which the Project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

12. Interest of the Planning Agency. The Planning Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Planning Agency further covenants that in the performance of this Contract no person having any such interest shall be employed.

13. The Consultant hereby agrees to comply with all federal, state and local laws, rules and ordinances applicable to the work and to this Agreement.

14. Prohibited Use of Funds. For performance of Services under the terms of this agreement, the Consultant will be paid as authorized for each specific Task Order, subject to the terms of this agreement and all requirements and limitations of the Federal cost principles contained in the Federal Acquisition Regulation (48 CFR 31).

15. This Agreement shall be binding on successors and assigns of either party.

16. The Consultant warrants that it has not employed or retained any company, or persons, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the

Planning Agency shall have the right to annul this Contract without liability.

17. Equal Employment Opportunity. During the performance of this contract, the Consultant agrees as follows:

(A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(B) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(C) The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the CONSULTANT's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(D) The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(E) The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(F) In the event of the Consultant's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(G) The CONSULTANT will include the provisions of Paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

18. Hold Harmless. The Consultant agrees to and shall indemnify, save and hold harmless the Planning Agency, its members, officers, employees, and agents, from all claims and liability of whatsoever kind or character due to or arising out of the acts and conduct of the Consultant, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Consultant doing the work herein contracted for, or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement, and also from all claims of damage for infringement of any patent in fulfilling this Agreement. The Consultant will procure and maintain adequate public liability and property damage insurance to protect the Planning Agency, its members, officers, employees, and agents, and will, upon request of the Planning Agency, furnish proof of compliance with this requirement.

IN WITNESS WHEREOF, the Planning Agency and the CONSULTANT have executed this Contract as of the date first above written.

HDR, INC.

Attest \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY

Attest \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Directors

Approved as to Legal Form

Date: \_\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel

**Exhibit "A"**  
**SCOPE OF SERVICES**

**for**

**Project Name: MAPA's Statewide On-Call Modeling**  
**Project Number: SPR-PL-1-52**  
**Control Number: 00896A**

HDR will utilize travel demand models/micro traffic models to analyze traffic conditions and future transportation scenarios in coordination with the state of Nebraska, State of Iowa and local MAPA jurisdictions. Using these models HDR will determine future traffic volumes on certain segments of the regional transportation system. In some instances HDR will be asked to perform the following tasks the following:

1. Analyze transportation corridors,
2. Forecast traffic on new alignments,
3. Determine future traffic volumes on existing alignments,
4. Conduct on-site traffic counts,
5. Conduct desire line analysis,
6. Volume to capacity analysis,
7. Small area forecasting
8. The consultant may be asked to assist in short-term and long-term transportation plan development as it relates to modeling
9. Model validation
10. Future volume post-processing
11. Travel time analysis
12. MPO staff training

The HDR may also develop, utilize, and analyze socio-economic and land use allocation models to assist in the determination of future traffic projections and sub-area scenario modeling.

# MAPA On-Call Modeling Staffing Plan

**Project Name:** MAPA On-Call Modeling  
**Project Number:** SPR-PL-(52)  
**Control Number:** 00896A  
**Location (City, County):** MAPA Region  
**Firm Name:** HDR  
**Consultant Project Manager:** Courtney Sokol  
**Phone/Email:** 402-399-1234, courtney.sokol@hdrinc.com  
**NDOR Project Coordinator:** Brayden McLaughlin  
**Phone/Email:** 402-444-6866 ext 219, bmclaughlin@mapacog.org  
**Date:** May 22, 2014



Labor Costs:		Hours	Blended Rate	Amount
Code	Classification Title			
PR	Principal		\$107.45	
PM	Project Manager		\$41.79	
SENG	Senior Engineer		\$61.43	
SPLNR	Senior Planner		\$46.34	
ENG	Engineer		\$32.48	
ADM	Administrative		\$18.84	
PC	Proj. Controller		\$38.65	
<b>TOTALS</b>				

Overhead Rate\*: 157.88%      Fee for Profit Rate\*: 14.55%

\* Enter firms most recent Audited Overhead Rate, and Fee for Profit Rate calculated from the NDOR Fixed Fee Worksheet (available on the NDOR website).

**CLASSIFICATIONS\*\*:**

PR	= Principal	ENG	= Engineer	ADM	= Administrative
PM	= Project Manager	EL	= Engineer Intern	PC	= Proj. Controller
SENG	= Senior Engineer	SDES	= Senior Designer/Technician		
SPLNR	= Senior Planner	DES	= Designer/Technician		

\*\* For User-Defined Classifications, you will need to edit the Classifications Legend located above. To enter a new classification, replace "UD1" with its abbreviation (ex. GRA) and replace "User Defined 1" with the corresponding title (ex. Graphic Artist). Once the user-definitions are added, they will self-populate in the Labor Costs Table, as well as the remaining sheets.

**Blended Rates Table (Assumed Rates 2014)**

<b>STAFFING PLAN</b>				
	EMPLOYEE NAME	CLASSIFICATION <sup>1</sup> & CERTIFICATIONS	SALARY RATE	% ASSIGNED <sup>2</sup>
<b>Principal</b>	Matt Tondl	Department Manager	\$107.45	100.0%
			Blended Rate:	\$107.45
<b>Project Manager</b>	Courtney Sokol	Senior Transportation Planner	\$41.79	100.0%
			Blended Rate:	\$41.79
<b>Senior Engineer (Quality Control)</b>	Brian Ray	Senior Transportation Engineer	\$61.43	100.0%
			Blended Rate:	\$61.43
<b>Senior Planner</b>	Jason Carbee	Senior Transportation Planner	\$48.77	45.0%
	Courtney Sokol	Senior Transportation Planner	\$41.79	50.0%
	Santanu Roy	Senior Transportation Planner	\$69.96	5.0%
			Blended Rate:	\$46.34
<b>Engineer (Traffic Engineer/Planner)</b>	Mike Forsberg	Traffic Engineer	\$37.46	45.0%
	Jacob Weiss	Traffic Engineer	\$24.52	35.0%
	Praveen Chanda	Transportation Planner	\$43.05	5.0%
	Molly Nick	Transportation Planner	\$33.28	5.0%
	Jon Markt	Traffic Engineer	\$26.88	5.0%
	Vanessa Bauman	Senior GIS Analyst	\$37.60	5.0%
			Blended Rate:	\$32.48
<b>Administrative</b>	Mary Ann Duffy	Administrative Assistant	\$18.77	50.0%
	Paula Nosworthy	Administrative Assistant	\$18.91	50.0%
			Blended Rate:	\$18.84
<b>Proj. Controller</b>	Theresa McKinley	Project Controller	\$38.65	100.0%
			Blended Rate:	\$38.65

## MAPA On-Call Modeling Staffing Plan

**Project Name:** MAPA On-Call Modeling  
**Project Number:** SPR-PL-(52)  
**Control Number:** 00896A  
**Location (City, County):** MAPA Region  
**Firm Name:** HDR  
**Consultant Project Manager:** Courtney Sokol  
**Phone/Email:** 402-399-1234, courtney.sokol@hdrinc.com  
**NDOR Project Coordinator:** Brayden McLaughlin  
**Phone/Email:** 402-444-6866 ext 219, bmclaughlin@mapacog.org  
**Date:** May 22, 2014



Direct Labor Costs:	Hours	Rate	Amount
<b>Personnel Classification</b>			
Principal	4	\$107.45	\$429.80
Project Manager	124	\$41.79	\$5,181.96
Senior Engineer	10	\$61.43	\$614.30
Senior Planner	24	\$46.34	\$1,112.16
Engineer	20	\$32.48	\$649.60
Administrative	8	\$18.84	\$150.72
Proj. Controller	8	\$38.65	\$309.20
<i>Total Direct Labor Costs</i>	<i>198</i>		<i>\$8,447.74</i>
<b>Direct Expenses:</b>			<b>Amount</b>
Printing and Reproduction Costs			\$ 15.25

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 17504101001
2. Project Number: 410.10 Douglas County GIS Activities – FY 17
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Contractor Name and Address:

Douglas County  
GIS Coordinator  
1819 Farnam Street  
Omaha NE 68183

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

### ACCOUNTING DATA

7. Contract – not to exceed \$82,000 FHWA PL Funds, plus minimum \$ 35,260 in local matching funds.  
Allotted - \$82,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$4,100.00 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

### DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of County Approval
11. Legal Review -
12. Date of State Concurrence -



AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016 by and between Douglas County, Nebraska on behalf of the Douglas County Geographic Information Systems Department (“GIS”), 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2017 Unified Work Program (hereinafter referred to as the “FY 2017 Program”).

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE COUNTY

The County through its GIS Coordinator agrees to undertake certain transportation planning activities identified in Section 104 (f) of Title 23 United States Code and /or 49 U.S.C 5303, and incorporated into MAPA’s FY 2017 Program Exhibit I and incorporated hereto by reference. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads (“NDOR”) Agreement Project No. PL-1(53) attached as Exhibit II and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Douglas County, Nebraska.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA’s FY 2017 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 410.10 identified below and Exhibit IV.

410.10 Douglas County GIS Activities

Douglas County will manage and maintain transportation-related assets through the Cityworks GIS-based program. These assets include streets, construction projects, curb ramps, bridges, maintenance areas, sidewalks, sewers, snow removal routes, pavement markings, parking meters, signs, traffic signals, street parking, alleys, and unimproved roads. Douglas County will create, maintain, and manage transportation-related GIS data and coordinate with MAPA on the development of a regional traffic count portal. In addition, Douglas County will design, develop, implement, and maintain various GIS web and mobile applications in support of transportation related activities within the City of Omaha and Douglas County.

B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.

2. Percentage completion.
  3. Number of hours completed by employee by activity for the quarter.
  4. Activities to be completed next quarter.
  5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2017 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOR. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 410.10 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

#### 4. PERSONNEL

- A. The County represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the County or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and NDOR.

#### 5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2017 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2016, and ending June 30, 2017.

#### 6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. PL-1(52), MAPA agrees to pay for the services rendered by the County

under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event eighty-two thousand dollars (\$82,000.00) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of thirty-five thousand two hundred sixty dollars (\$35,260.00). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit III)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items should follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the County's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

County shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

## 7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of four thousand one hundred dollars (\$4,100). MAPA in exchange shall monitor compliance with grant requirements, review and

approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 23 CFR 172.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 48 CFR Part 1.31.6 of the Federal Acquisition Regulation system.
- C. The County shall establish and maintain separate accounts for expenditures under NDOR Agreement Project No. PL-1(52).

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of GIS certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOR that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from NDOR under Agreement Project No. PL-1(52), MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas County) travel costs, will not be requested unless written prior approval for such travel has been

given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.

- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

#### 10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOR, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.
- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or the County.

#### 11. CHANGES

The County or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by the County GIS Coordinator. Such changes, including any increase or decrease in the amount of the County's compensation, which are mutually agreed upon by and between MAPA and the County, and subject to the approval of the NDOR, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

#### 12. RECORDS AND AUDITS

- A. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOR or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final NDOR-MAPA audit is completed, resolved and closed.
- B. The County shall at all times afford a representative of MAPA, NDOR, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be

required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.

- C. The County shall be responsible for meeting the audit requirements of OMB Circular A-133, or any revision or supplement thereof. OMB Circular A-133 states that when expenditures of federal awards, whether pass-through or direct, in total exceed \$500,000 in a fiscal year, an A-133 Audit is required. Pass-through monies from MAPA shall be separately identified on the County's *Schedule of Expenditures of Federal Awards* as reported in their financial audit.
- D. If any amount paid by MAPA to the County under this Agreement as found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

### 13. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

### 14. ASSIGNABILITY

Neither the County nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

### 15. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Iowa or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

16. INTEREST OF THE COUNTY

The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The County further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the County and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under Section 104 (f) of Title 23 United States Code and /or 49 U.S.C 5303."

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

18. PUBLICATION OR RELEASE OF INFORMATION

A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOR and FHWA.

B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to the FHWA. However, if NDOR or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOR or the Federal Highway Administration."

D. In the event of failure of agreement between NDOR and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation

Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 19. NONDISCRIMINATION

- A. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- B. The County agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The County further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Highway Administration regarding equal employment opportunity and nondiscrimination.

#### 20. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the County will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement to the extent allowable by law.

#### 21. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an



equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

#### 21. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement. Venue for any non-federal legal proceeding under this Agreement shall be in the State of Nebraska, District Court of Douglas County and for any federal legal proceeding in the United States District Court for the State of Nebraska located in Omaha Nebraska.

#### 22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

#### 23. DRUG FREE POLICY

Both parties have established and maintain drug free workplace policies

#### 24. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

#### 25. UNAVAILABILITY OF FUNDING

Due to possible future reductions including but not limited County, State and/or Federal appropriations, the County cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the County may terminate the Agreement or reduce the consideration upon notice in writing to MAPA. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The County shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the County, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services

satisfactorily completed prior to the effective date. In the event of a reduction of consideration, MAPA may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to the County.

#### 26. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

#### 27. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

The County or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

#### 28. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7)

The County and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

29. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The County and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

30. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

31. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The County and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549. [69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairman, Board of Directors

**DOUGLAS COUNTY, NEBRASKA**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairwoman, Board of Commissioners

APPROVED AS TO LEGAL FORM

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_, 20\_\_\_\_

DATE \_\_\_\_\_, 20\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel

Signed \_\_\_\_\_  
Deputy Douglas County Attorney

Exhibit III Compensation

Douglas County GIS  
Project Budget

	Hours	Hourly Rate	Salary	Fringe	Total	Federal Share	Local Share
<b>Project 1: Cityworks</b>							
Project Manager	15	\$48.38	\$726	\$398	\$1,124	\$787	\$337
Project Staff	721	\$31.2-\$37.43	\$26,226	\$15,688	\$41,914	\$39,332	\$2,582
<b>Subtotal Project 1</b>	736		\$26,952	\$16,086	\$43,038	\$40,119	\$2,919
<b>Project 2: Data</b>							
Project Manager	57	\$48.38	\$2,758	\$1,511	\$4,269	\$2,988	\$1,281
Project Staff	323	\$31.2-\$37.43	\$10,976	\$6,568	\$17,544	\$12,281	\$5,263
<b>Subtotal Project 2</b>	380		\$13,734	\$8,079	\$21,813	\$15,269	\$6,544
<b>Project 3: Apps</b>							
Project Manager	61	\$48.38	\$2,951	\$398	\$3,349	\$2,344	\$1,005
Project Staff	322	\$31.2-\$37.43	\$11,181	\$7,906	\$19,087	\$13,361	\$5,726
<b>Subtotal Project 3</b>	383		\$14,132	\$8,304	\$22,436	\$15,705	\$6,731
<b>Subtotal Staff Costs</b>	1499		\$54,818	\$32,469	\$87,287	\$71,093	\$16,194
<b>Indirect Cost Rate (34.34%)</b>					\$29,973	\$10,907	\$19,066
<b>Total Project Budget</b>					<b>\$117,260</b>	<b>\$82,000</b>	<b>\$35,260</b>

## **MAPA Unified Work Program Funding Request**

### **Douglas County GIS**

**Fiscal year: 2016-2017**

### **Project #1**

#### **Project Name:**

Cityworks Work Order and Asset Management System

#### **Project Description:**

Various departments within the City of Omaha and Douglas County manage their transportation-related assets and maintenance activities using a GIS-based program called Cityworks. Cityworks enables employees to track service requests, work orders, inspections, and any associated employee, labor, and materials quantities/costs. City and County departments manage many of their transportation-related assets using the GIS functionality of Cityworks. These assets include streets, roadway shoulders, construction projects, curb ramps, bridges, maintenance areas, sidewalks, sewers, snow removal routes, pavement markings, parking meters, signs, traffic signals, street parking, alleys, and unimproved roads.

The service requests, work orders, and inspections tracked in Cityworks relate to many different transportation entities. Some of those include bridge maintenance, sign replacement, pothole patch, crack seal, traffic counts, alley repair, cave-ins, utility cuts, signal structure maintenance, signal outage, parking meter maintenance, and many others.

The Douglas County GIS Department administers the Cityworks program and its related GIS database. This administration includes maintaining the databases and web applications, managing the server hardware, creating GIS data, building reports, training users, and implementing new Cityworks workflows.

#### **Deliverables:**

MAPA staff can access the Cityworks program at <http://www.dogis.org/cws> using a login/password created by DCGIS staff. This access will enable MAPA staff to view work history, asset inventories, and scheduled maintenance for transportation-related assets and workflows. A listing of potential workflows that can be viewed within Cityworks is included on the next page. Deliverable details will be provided on each invoice.

*Barricades*

*Construction* - ADA Curb Ramp, Condemned Driveway Approach, Curb & Gutter, Driveway Approach Repair, Pavement Repair, Sidewalk Repair, Utility Repairs, Warranty Work, Sidewalk Snow Removal

*DC Engineer* - Bridge Maintenance, Clean Culverts, Repair Culverts, Clean and Reshape Ditches, Place and Replace Culverts, Change Sign Posts, Install Sign Posts, Relocate Sign Posts, Remove Sign Posts, Repair Sign Posts, Replace Sign Posts, Straighten Sign Posts, Concrete Street Maintenance, Gravel Road Maintenance, Machine Patch, Patch (Premix), Seal Cracks and Joints, Shoulder Maintenance, Traffic Count

*Parks* - Remove Trees in Roadway, Prune Trees Affecting Roadway, Litter ROW, Weeds ROW

*Sewer* - Cave In, Clean Asset, Cover, CSO Projects, CSO Signs, Depress ROW, Depress Street, Easement Jetting, Plugged Inlet, Sewer Construct Inlet, Sewer Construct Manhole, Water Main Break

*DC Environmental* - Dry Basin Debris Removal, Dry Basin Mowing, Dry Basin Sediment Removal, Dry Basin Trash Removal, Stormwater Discharge - Contact Sewer Mtce, Stormwater Discharge - Contact Street Mtct, Wet Basin Debris Removal, Wet Basin Sediment Removal, Wet Basin Trash Removal

*Street* - Alley Repair, Asphalt Work, Back Fill Inspection, Concrete Work, Debris Removal, Sand Barrel, Tree Limbs, Unimproved Alley, Utility Cut, Creek Maintenance/Cleaning, Bridge Routes, Chuck Holes, Plow Routes, Snow Hauling, Snow and Ice Complaints, Snow Blower Operations, Remove Storm Debris, Street Snow Violations, Spread Routes, Concrete Blow ups, Concrete Cave ins, Chemical Spills (Roadway), Construction Project, Crack Seals, Culvert Cleaning, Culvert Installation, Culvert Repair, Curb Repairs, Ditch Maintenance/Cleaning, Guardrail Repair, Manure Spill, Other Pavement Repairs, Panel Replacement, Rehab/Construction, Sand Barrel Refill, Snow Pickup/Removal, Storm Debris Removal - ROW, Undermining, Unimproved Road, Utility Cut Repair, Weed Control - Cut Spray in ROW

*Traffic* - Controller Cabinet Emergency Damage, Controller Cabinet Maintenance, Controller Cabinet Radar, Controller Cabinet Video, Controller Cabinet Wireless, Parking Meter Hooding, Bent Sign Post, Down Sign Post, Hanging Sign Post, Improper Height Sign Post, Loose Mounting Sign Post, Missing Sign Post, Non-Conforming Sign Post, Obstruction Sign Post, Poor Condition Sign Post, Request New Sign, Storm Damage Sign Post, Traffic Accident, Sign Post, Vandalized Sign Post, Emergency Damage Signal Structures, Maintenance Signal Structures, Modification/Upgrade Signal Structures, Install Special Event Signs, Remove Special Event Signs

*Police* – Speed Enforcement, Abandoned Vehicles, Parking Issues

*Parking* – Meter Hooding, Parking Violations

## ***MAPA Unified Work Program Funding Request***

### ***Douglas County GIS***

***Fiscal year: 2016-2017***

### ***Project #2***

#### **Project Name:**

GIS Data Maintenance

#### **Project Description:**

Douglas County GIS provides ongoing geospatial data creation, maintenance, and management for Douglas County and the City of Omaha. One of our goals is to accurately develop and maintain datasets that support transportation planning, modeling, analysis, and forecasting. Numerous spatial datasets are maintained directly by the GIS Department, while others are generated through computer systems and web applications also maintained by the department.

Datasets maintained in the county's repository that support transportation planning efforts include:

- Streets, addresses, and property information
- Planning and design data
- Street and traffic maintenance
- Construction
- Roadway assets
- Traffic counts and crashes
- Bike and trail networks
- Aerial photography

#### **Deliverables:**

More than 200 various transportation-related GIS data layers that are maintained and/or managed by Douglas County GIS. These data layers are available to MAPA staff via LAN-based direct connection to our GIS database or through GIS Web applications. Deliverable details will be provided on each invoice. Here is a summary listing of transportation-related layers available:



Layer	Description
Major and Mile St Anno	Street name annotation labels for major and mile streets
Omaha Bike Network layers	Bicycle-related assets and planning networks for Omaha
Brooming	street-sweeping maintenance areas and routes
Elevation Contours	line features showing elevation features from 1993, 2004, and 2010
College World Series	various layers representing different assets, resources, and plans related to managing the annual CWS event
Traffic crashes	crash location point data from Omaha Public works and the Douglas County Engineer
Downtown Omaha	specific Downtown Omaha planning layers for assisting with development projects
Building footprints	roof outline polygons for all of Douglas County used in various planning projects
Future Land Use	point and polygon layers representing future land use designations within Omaha
Impervious surfaces	water impervious surface areas represented by classified polygons for bridges, pavement of all kinds, and other features
Metro Street Network	geometric network dataset including Douglas and Sarpy County roads to be used for routing, closest facility, and service area analysis
Trail system	line and point features representing existing and proposed trails, access points, and mileage markers
Planning	blight, zoning, TIF, annexation, street trees, streetcar layers used in current and future redevelopment and transportation plans and projects
Public Works	pavement polygons, truck routes, and various other maintenance routes
Street Maintenance	residential area designation and road route designations for various street maintenance operations
Parking	surface parking areas, parking garages, and meters
Transportation	various layers representing roadway-specific features like alleys, mile markers, lane miles, and intersections
Transportation planning	various transportation planning layers related to Omaha's transportation master plan
Address points	Point features representing every physical address within Douglas County
Roadway assets	bridges, culverts, hydrants
Intersections	Street intersection points used for asset assignment (traffic signals) and crash analysis
Green streets	transportation planning layer used to identify green street areas
Parcels	point and polygon layers showing property ownership
Projects	polygons representing past, current, and future transportation-related construction projects by Omaha, MUD, and CSO
Safe routes	various layers highlighting safe route designations along roadways
Solid waste	various layers used for planning and operation of municipal solid waste removal along roadways
Street centerlines	line features representing the centerline of all roadways in Douglas County and including full address range and street name attributes
Traffic maintenance	designated areas of Omaha for traffic maintenance operations
Traffic counts	traffic count data collected by Omaha Public Works
Urban design	various layers support urban design standards within Omaha
Construction Projects	construction project and repair layers, brick streets, and curb ramps
Right-of-Way	various layers designating ROW maintenance responsibilities
Sewer	manholes, inlets, and other roadway features that make up components of the Omaha area sewer network
Snow removal	various layers used for managing snow removal operations and snow-related city ordinances along roadways
Signs	various layers used to represent roadway signage used for planning and maintenance
Traffic signals	various layers used to manage above and below ground traffic signal assets and signal timing

## **MAPA Unified Work Program Funding Request**

### **Douglas County GIS**

**Fiscal year: 2016-2017**

### **Project #3**

#### **Project Name:**

GIS Applications

#### **Project Description:**

Douglas County GIS designs, develops, implements, and maintains various GIS web and mobile applications in support of transportation-related activities with Omaha and Douglas County. These applications range from dashboard-style apps that provide high-level overviews of activity to daily operations work management apps to mobile field data collection apps. Management of the many applications used by City and County departments includes staff time, server and infrastructure costs, software costs, and project management skills.

Examples of the different types of GIS applications we use to support transportation-related projects are listed below:

- Douglas-Omaha Geographic Information System (DOGIS) - public mapping website [www.dogis.org](http://www.dogis.org)
- SnowOps – snow removal and maintenance tracking system [www.dogis.org/snowops](http://www.dogis.org/snowops)
- Project Coordinator and Project Viewer – multi-agency infrastructure project collaboration tools (Coordinator for creating and updating projects; Viewer for viewing project info) [www.dogis.org/projectcoordinator](http://www.dogis.org/projectcoordinator) and [www.dogis.org/projectviewer](http://www.dogis.org/projectviewer)
- Cityworks – GIS-based work order and asset management system [www.dogis.org/cws](http://www.dogis.org/cws)
- Citysourced – mobile citizen engagement app for reporting roadway and other civic issues <http://console.citysourced>
- Pictometry Connect – oblique imagery viewer for asset management and other analysis <http://pol.pictometry.com>
- Geocortex – various GIS web applications for viewing transportation GIS data:
  - Bike parking and related bike facilities ([www.dogis.org/bikeracks](http://www.dogis.org/bikeracks))
  - Street sweeping operations ([www.dogis.org/brooming](http://www.dogis.org/brooming))
  - DC Clerk fixed roadway asset inventory ([www.dogis.org/clerk](http://www.dogis.org/clerk))
  - Traffic crash tracking and analysis for Douglas County jurisdiction ([www.dogis.org/dce\\_crashes](http://www.dogis.org/dce_crashes))
  - Traffic crash tracking and analysis for City of Omaha jurisdiction ([www.dogis.org/accidents](http://www.dogis.org/accidents))
  - Public Works design and engineering viewer ([www.dogis.org/design](http://www.dogis.org/design))
  - Public Works General Services viewer ([www.dogis.org/opw\\_gen\\_svcs](http://www.dogis.org/opw_gen_svcs))
  - Public Works right-of-way asset inventory and maintenance tracking ([www.dogis.org/row](http://www.dogis.org/row))
  - Public Works roadway shoulders mapping and inventory ([www.dogis.org/shoulders](http://www.dogis.org/shoulders))
  - Public Works pavement marking and mobile data collection ([www.dogis.org/stripping](http://www.dogis.org/stripping))
  - Public Works traffic sign and signal mapping ([www.dogis.org/traffic\\_editing](http://www.dogis.org/traffic_editing))
  - Public Works traffic engineering and analysis ([www.dogis.org/traffic\\_engineering](http://www.dogis.org/traffic_engineering))
- ArcGIS Desktop, Pro, Server, and Mobile – GIS tools for creating/viewing data, publishing GIS data, and performing field inspections and data collection
- ArcGIS Online – public and private web maps for displaying and analyzing transportation datasets <http://omaha.maps.arcgis.com> and <http://dogis.maps.arcgis.com>

**Deliverables:**

Many of the applications listed above are publicly available to MAPA staff using the url's provided. Some of the apps are secure access, for which access can be arranged for MAPA staff upon request. MAPA can also request custom maps or apps from us to support their planning needs. Deliverable details will be provided on each invoice.

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 17504101101
2. Project Number: Omaha Public Works – FY 17
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Contractor Name and Address:

City of Omaha  
Public Works  
1819 Farnam Street  
Omaha, NE 68183

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

### ACCOUNTING DATA

7. Contract – not to exceed \$63,000 FHWA PL Funds, plus minimum \$ 27,090 in local matching funds.  
  
Allotted - \$63,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,150.00 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

### DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of City Approval
11. Legal Review -

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016 by and between City of Omaha, Nebraska on behalf of the City of Omaha Public Works, 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the City") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2017 Unified Work Program (hereinafter referred to as the "FY 2017 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE CITY

The City through its Public Works agrees to undertake certain transportation planning activities identified in Section 134 of Title 23 United States Code and 23 CFR Part 420, subpart A and Part 450, subpart C, and incorporated into MAPA's FY 2017 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project No. PL-1(53) attached as Exhibit I and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be City of Omaha, Nebraska.

3. SCOPE OF SERVICES

A. The City shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2017 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 410.11 identified below and Exhibits II and III.

410.11 City of Omaha Public Works Traffic Counting

The City of Omaha Public Works Department will conduct traffic counting based on a three-year cycle following the industry's standard accepted practices. The goal is to systematically collect traffic volume data and turning movements for over 1,130 intersections every three years on average. The counts will be coordinated with MAPA and NDOR to support various tasks including long-range planning, crash analyses, signal timing, project-level analyses, and traffic data monitoring in the region. Funding will support staff time for traffic counting and analyses.

B. The City shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be

written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.
  2. Percentage completion.
  3. Number of hours completed by employee by activity for the quarter.
  4. Activities to be completed next quarter.
  5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2017 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.
- D. The City will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOR. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The City will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 410.11 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

#### 4. PERSONNEL

- A. The City represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and NDOR.

#### 5. TIME OF PERFORMANCE

The City agrees to perform the services of this Agreement as outlined in the FY 2017 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2016, and ending June 30, 2017.

## 6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. PL-1(53), MAPA agrees to pay for the services rendered by the City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty-three thousand dollars (\$63,000) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The City agrees to contribute in cash or in services a minimum requirement of twenty-seven thousand ninety dollars (\$27,090). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit IV)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the City's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items must follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the City's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

City shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ADMINISTRATIVE FEE

The City agrees to pay MAPA an administrative fee of three thousand one hundred fifty dollars (\$3,150). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The City shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. The City shall establish and maintain separate accounts for expenditures under NDOR Agreement Project No. PL-1(53).
- D. If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** US Department of Transportation - Federal Highway Administration
  - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** PL-1(53)
- E. The City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOR or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final NDOR-MAPA audit is completed, resolved and closed.
- F. The City shall at all times afford a representative of MAPA, NDOR, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the City under this Agreement as found to be ineligible for reimbursement from the sponsoring federal agency, the City shall pay such amount back to MAPA.



9. SUBMISSION OF VOUCHERS/INVOICES

- A. The City may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the City shares, shall indicate work program percentage completion, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of the City certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOR that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the City's invoices, and following receipt of funds from NDOR under Agreement Project No. PL-1(53), MAPA shall make payment thereon to the City. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the City and the City shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The City shall use actual labor rates for billing purposes.
- C. The City shall have available a listing of all the City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the City, whose time is directly assignable to this FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas City) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the City under this Agreement is not eligible for funding by the FHWA, then the City shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the City shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOR, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the City shall be made available to MAPA, and the City shall be entitled to receive compensation for all

expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or the City.

#### 11. CHANGES

The City or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by the City. Such changes, including any increase or decrease in the amount of the City's compensation, which are mutually agreed upon by and between MAPA and the City, and subject to the approval of the NDOR, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

#### 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

#### 13. ASSIGNABILITY

Neither the City nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

15. INTEREST OF THE CITY

The City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The City further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the City and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under Section 134 of Title 23 United States Code."

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

17. PUBLICATION OR RELEASE OF INFORMATION

A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOR and FHWA.

B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to the FHWA. However, if NDOR or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOR or the Federal Highway Administration."

D. In the event of failure of agreement between NDOR and the City relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation

Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 18. NONDISCRIMINATION

- A. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101 to 48-1126, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- B. The City agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The City further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Highway Administration regarding equal employment opportunity and nondiscrimination.

#### 19. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the City will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement to the extent allowable by law.

#### 20. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an

equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

#### 21. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

#### 22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

#### 23. DRUG FREE POLICY

The City shall have an acceptable and current drug-free workplace policy.

#### 24. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

#### 25. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective

bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

26. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

The City or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

27. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7)

The City and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The City and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The City and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairman, Board of Directors

**CITY OF OMAHA, NEBRASKA**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_, 20\_\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel



**Project Description for MAPA FY2017 PL Funding:**

City of Omaha Traffic Counting Program  
Omaha, Nebraska

The City of Omaha's traffic counting program is based on a three-year cycle following the industry standard accepted practices. The goal is to systematically collect traffic volume data and turning movements for over 1,150 intersections every three years on average. These counts will continue to be coordinated with the Metro Area Planning Agency (MAPA) as well as the Nebraska Department of Roads. These counts will support various tasks, including long-range transportation planning, crash analysis, signal timing, project-level analysis, and continued traffic data monitoring in the MAPA region.

**Scope/Requirements:**

Traffic counts at approximately 1,150 locations within the City of Omaha's jurisdiction would be completed on a three-year cycle, including approximately 80 high-priority intersections counted every two years, 125 counts at project locations, and another 900 + counts every three years. The proposed budget for FY 2017 includes traffic counts at approximately 385 locations. The volume, speed and classification data all contribute to the regional traffic count database managed by the Metro Area Planning Agency. Data includes 15 minute intervals, peak periods, estimated average daily traffic counts, pedestrians, as well as bicycles and trucks when requested. Speed and classification data is collected at only select locations, as necessary. The count data is also available on the City of Omaha government website, and is shared with local agencies via hard copy and also electronically when required.

**Deliverables:**

Data will be updated and delivered quarterly to the Metro Area Planning Agency, Nebraska Department of Roads, Douglas County Engineers, and to City of Omaha Public Works and Planning Department officials. It will also be made available to the public via the City of Omaha government website.

**Project Budget: Traffic Counters and Analysis**

**Personnel**

<b>Full Time:</b> Engineering I	\$11,959	
FT Fringe	<u>4,332</u>	
Subtotal Full Time		\$16,291

<b>Part Time:</b> Clerk Typist II	\$ 1,824	
Engineering Aide I	62,036	
PT Fringe	<u>4,885</u>	
Subtotal Part Time		\$68,745

<b>Mileage</b>		\$ 4,190
<b>Reproduction</b>		<u>\$ 864</u>

<b>Total Project Budget</b>		<b>\$90,090</b>
<b>Federal Share</b>		<b>\$63,000</b>
<b>Local Share</b>		<b>\$27,090</b>

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 11504101201
2. Project Number: 410.12 Omaha Planning – FY 11
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Contractor Name and Address:

City of Omaha  
Planning Department  
1819 Farnam Street  
Omaha, NE 68183

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

### ACCOUNTING DATA

7. Contract – not to exceed \$60,000 FHWA PL Funds, plus minimum \$ 25,800 in local matching funds.  
Allotted - \$60,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,000.00 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

### DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of City Approval
11. Legal Review -
12. Date of State Concurrence -

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016 by and between City of Omaha, Nebraska on behalf of the City of Omaha Planning Department, 1819 Farnam Street, Omaha, NE 68183 (hereinafter referred to as "the City") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2017 Unified Work Program (hereinafter referred to as the "FY 2017 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE CITY

The City through its Planning Department agrees to undertake certain transportation planning activities identified in Section 134 of Title 23 United States Code and 23 CFR Part 420, subpart A and Part 450, subpart C, and incorporated into MAPA's FY 2017 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project No. PL-1(53) attached as Exhibit I and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be City of Omaha, Nebraska.

3. SCOPE OF SERVICES

A. The City shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2017 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work element 410.12 identified below and Exhibits II and III.

410.12 City of Omaha Planning Activities

The City of Omaha Planning Department will develop and refine the transportation planning process. Work activities include, but are not limited to, the Midtown – Downtown Bus Rapid Transit and Urban Circulator project, North Downtown Pedestrian Bridge, facilitation and development of parking management systems, development review for transportation planning and Complete Streets Omaha. Other activities include coordination with MAPA and regional planning activities and travel to events and conferences for technical and policy training. Funding will support staff time for the aforementioned activities.

B. The City shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be

written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.
  2. Percentage completion.
  3. Number of hours completed by employee by activity for the quarter.
  4. Activities to be completed next quarter.
  5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2017 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.
- D. The City will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOR. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The City will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 410.12 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

#### 4. PERSONNEL

- A. The City represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and NDOR.

#### 5. TIME OF PERFORMANCE

The City agrees to perform the services of this Agreement as outlined in the FY 2017 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2016, and ending June 30, 2017.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. PL-1(53), MAPA agrees to pay for the services rendered by the City under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty thousand dollars (\$60,000) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The City agrees to contribute in cash or in services a minimum requirement of twenty-five thousand eight hundred dollars (\$25,800). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit IV)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the City's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items must follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the City's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

City shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ADMINISTRATIVE FEE

The City agrees to pay MAPA an administrative fee of three thousand dollars (\$3,000). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The City shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. The City shall establish and maintain separate accounts for expenditures under NDOR Agreement Project No. PL-1(53).
- D. If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** US Department of Transportation - Federal Highway Administration
  - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** PL-1(53)
- E. The City shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOR or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final NDOR-MAPA audit is completed, resolved and closed.
- F. The City shall at all times afford a representative of MAPA, NDOR, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the City under this Agreement as found to be ineligible for reimbursement from the sponsoring federal agency, the City shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The City may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the City shares, shall indicate work program percentage completion, and shall contain a statement of the City's estimate of the percentage of work completed and be signed by a responsible representative of the City certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOR that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the City's invoices, and following receipt of funds from NDOR under Agreement Project No. PL-1(53), MAPA shall make payment thereon to the City. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the City and the City shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The City shall use actual labor rates for billing purposes.
- C. The City shall have available a listing of all the City personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the City, whose time is directly assignable to this FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.
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10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the City shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the City shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOR, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the City of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the City shall be made available to MAPA, and the City shall be entitled to receive compensation for all



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#### 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

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Neither the City nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

15. INTEREST OF THE CITY

The City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The City further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the City and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under Section 134 of Title 23 United States Code."

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

17. PUBLICATION OR RELEASE OF INFORMATION

A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of NDOR and FHWA.

B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to the FHWA. However, if NDOR or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOR or the Federal Highway Administration."

D. In the event of failure of agreement between NDOR and the City relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation

Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 18. NONDISCRIMINATION

- A. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101 to 48-1126, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- B. The City agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The City further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Highway Administration regarding equal employment opportunity and nondiscrimination.

#### 19. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the City will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement to the extent allowable by law.

#### 20. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an

equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

#### 21. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

#### 22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

#### 23. DRUG FREE POLICY

The City shall have an acceptable and current drug-free workplace policy.

#### 24. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

#### 25. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding,

workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

26. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

The City or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

27. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7)

The City and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The City and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The City and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairman, Board of Directors

**CITY OF OMAHA, NEBRASKA**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_, 20\_\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel

## ***MAPA Unified Work Program Funding Request***

### ***Omaha City Planning***

***Fiscal year: 2017***

#### ***Project #1***

##### **Project Name:**

Short Range Planning Projects

##### **Project Description:**

Develop and refine the short range transportation planning process; including project reviews, collect and maintain data to analyze transportation, housing and land use trends; to develop project plans and proposals; assist in the development of Transportation Improvement Program (TIP); assist in setting the Capital Improvement Plan (CIP); assist in programming, funding and delivery of transportation improvement projects; develop and maintain performance measures to track progress toward regional goals.

Items to be completed within the near term, specific projects to be constructed or designed by the City, other jurisdictions as well as review or approval of private development, includes but not limited to:

- Midtown Downtown Alternatives Analysis Phase II (BRT and Urban Circulator Project Development)
- North Downtown Pedestrian Bridge Environmental Approval and Design
- Facilitation and development of parking management systems (Parking benefit districts, meters district, etc)
- Development Review
- Complete Streets Design Guidelines
- TOD Overlay

##### **Deliverables:**

Each individual task will yield a different deliverable: completed plans, design documents, project review documentation, etc.



## **MAPA Unified Work Program Funding Request**

### **Omaha City Planning**

**Fiscal year: 2017**

#### **Project #2**

##### **Project Name:**

Long Range Planning Projects

##### **Project Description:**

Develop and refine the long range transportation planning efforts; including participation and coordination in external working groups to develop long range transportation plans including but not limited to updates and creation of comprehensive planning documents.

Items that have no set completion date, or are by nature long term. Multi-year plans and guidance documents such as a master plan are typical examples. This category includes but is not limited to:

- Master Plan updates and implementation
  - Interceptor Sewer
  - Transportation
  - Suburban Parks
- Annexation Study
- Creation and adoption of 2017-2022 Capital Improvement Plan
- Internal and External Agency Coordination
  - MAPA Heartland 2050
  - Metro Transit regional transit vision
  - Omaha Public Works
  - Papio Missouri River NRD
  - MTIS
  - Other municipal and county jurisdictions

##### **Deliverables:**

Each individual task will yield a different deliverable: completed plans, design documents, project review documentation, etc.

Non personnel expenses:

Training/travel – In house and on location training or conferences which would further the goals of the above described program. Examples would include, but not be limited to: FTA and FHWA sponsored workshops offered regionally and nationally, the American Planning Association, Rail-Volution Transit Conference, Congress for New Urbanism, Designing Cities Conference Sponsored by the National Association of City Transportation Officials, or other similar planning and transportation related groups.

Services – Design and consulting work as may be needed by non-City employed professionals on projects either specifically within the MAPA work program, or more generally related to transportation/land use efforts in Omaha. Examples would include, but not be limited to: traffic studies, redesign of street segments to add transit or bike/ped improvements, TOD design or overlay, etc.

**Budget:**

Item	Total	Federal (70%)	Local (30%)
<i>Non Personnel</i>			
Training, Travel, Services	\$3,118	\$2,123	\$995
<i>Staff time (hrs)</i>			
	1178		
Salary & wages	\$31,994	\$22,396	\$9,598
Fringe benefits	\$25,834	\$18,083	\$7,751
<i>Indirect cost rate (42.98%)</i>	\$24,854	\$17,398	\$7,456
<b>Total</b>	<b>\$85,800</b>	<b>\$60,000</b>	<b>\$25,800</b>

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 17604101301
2. Project: Sarpy County Planning and GIS Activities – FY 17
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Contractor Name and Address:

Sarpy County  
1210 Golden Gate Drive  
Papillion, NE 68046

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

### ACCOUNTING DATA

7. Contract – not to exceed \$65,000 FHWA PL Funds, plus minimum \$ 27,950 in local matching funds.  
  
Allotted - \$65,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$3,250.00 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

### DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of County Approval
11. Legal Review -
12. Date of State Concurrence -

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016 by and between Sarpy County, Nebraska on behalf of the Planning and GIS Departments, 1210 Golden Gate Drive, Papillion, NE 68046 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2017 Unified Work Program (hereinafter referred to as the "FY 2017 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE COUNTY

The County through its Planning and GIS Departments agree to undertake certain transportation planning activities identified in Section 134 of Title 23 United States Code and 23 CFR Part 420, subpart A and Part 450, subpart C, and incorporated into MAPA's FY 2017 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project No. PL-1(53) attached as Exhibit I and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Sarpy County, Nebraska.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2017 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work elements 410.13 and 410.14 identified below and Exhibits II and III.

410.13 Sarpy County Planning and GIS Activities

The Sarpy County Planning Department will conduct a Sarpy County Comprehensive Plan, development review, and development regulations update in coordination with MAPA and the regional transportation planning process. Funding will support staff time for the aforementioned activities. Sarpy County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Sarpy County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, bridges, railways, trails, traffic counts, parcels, land use, environmental and physical features, and jurisdictional boundaries. Sarpy County will coordinate with MAPA on the development of a regional traffic count portal. Funding will support staff time for the aforementioned activities.

- B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:
  - 1. Activities completed in the quarter.
  - 2. Percentage completion.
  - 3. Number of hours completed by employee by activity for the quarter.
  - 4. Activities to be completed next quarter.
  - 5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2017 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOR. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 410.13 and 410.14 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

#### 4. PERSONNEL

- A. The County represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the County or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and NDOR.

5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2017 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2016, and ending June 30, 2017.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. PL-1(53), MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event sixty-five thousand dollars (\$65,000) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of twenty-seven thousand nine hundred fifty dollars (\$27,950). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit IV)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items must follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the County's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

County shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

#### 7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of three thousand two hundred fifty dollars (\$3,250). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

#### 8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under NDOR Agreement Project No. PL-1(53).
- D. If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** US Department of Transportation - Federal Highway Administration
  - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** PL-1(53)
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOR or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final NDOR-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, NDOR, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.



- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOR that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from NDOR under Agreement Project No. PL-1(53), MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas County) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or

stipulations of this Agreement, or refuse to accept changes required by NDOR, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or the County.

#### 11. CHANGES

The County or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by the County. Such changes, including any increase or decrease in the amount of the County's compensation, which are mutually agreed upon by and between MAPA and the County, and subject to the approval of the NDOR, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

#### 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

#### 13. ASSIGNABILITY

Neither the County nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be

considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 15. INTEREST OF THE COUNTY

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Together with the date (month and year) the document was prepared.

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B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to the FHWA. However, if NDOR or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of NDOR or the Federal Highway Administration."

- D. In the event of failure of agreement between NDOR and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish independently, in which event the nonoccurrence of the other party shall be set forth, if requested.
- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 18. NONDISCRIMINATION

- A. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101 to 48-1126, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- B. The County agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The County further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Highway Administration regarding equal employment opportunity and nondiscrimination.

#### 19. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the County will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement to the extent allowable by law.

## 20. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

## 21. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

## 22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

## 23. DRUG FREE POLICY

The County shall have an acceptable and current drug-free workplace policy.

## 24. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

## 25. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose.

whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

26. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

The County or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

27. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7)

The County and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The County and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

#### 30. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The County and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairman, Board of Directors

**SARPY COUNTY, NEBRASKA**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_, 20\_\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel



## Project Description:

### Sarpy GIS Program

Sarpy County's GIS program provides ongoing geospatial data creation, maintenance, and management for the county and communities within the county. The goal is to accurately develop and maintain the datasets and tools that support transportation planning, modeling, analysis, and forecasting. Numerous spatial datasets are maintained directly by the GIS department, while others are generated through computer systems and web applications also maintained by the department.

#### Data Development & Maintenance Activity:

Datasets maintained in the county's repository that support transportation planning efforts include:

- Parcels, zoning, & future land use data
- Street centerlines, addresses, bridges, railways, trails
- Traffic counts & accident data
- Administrative & jurisdictional boundaries
- Environmental & physical features (water bodies, streams, drainage basins, topography, etc.)

Individual data layers will support various efforts, including crash and traffic analyses. The combination of inputs from the above datasets supports effective transportation modeling across multiple communities. To improve the usability of the information at a regional level, the program will continue to adopt industry standards where applicable and will share this information with other jurisdictions in the MAPA region.

#### GIS Application Development & Maintenance Activity:

Departments within the county manage transportation-related information utilizing software systems managed by the GIS department. Current systems include a traffic accident web application and traffic count application. These systems allow county staff to create, access, and process traffic data.

Currently, the City of Bellevue and Sarpy County are in the final phase of implementing the Cityworks Enterprise Asset Management (EAM) solution to be used to manage transportation infrastructure. The EAM solution will allow the city/county to track service requests, work orders, and inspections related to maintaining the streets, bridges, signage, etc. Sarpy GIS is currently assisting with the joint implementation between the city and county. The EAM system will be administered and supported by Sarpy GIS — this will include the applications, databases, and servers. Also, it is anticipated that the EAM implementation will spur the need to create geospatial data to support the infrastructure management throughout the jurisdictions.

#### Deliverables:

A comprehensive extract of the digital data will be delivered to MAPA on a quarterly interval in January, April, July, and October. Also, Sarpy GIS will produce these deliverables at any point in time MAPA requests a supplemental update. Data will be made accessible via quarterly digital packages made available for download.

MAPA is provided an account to access all external web applications. To support regional efforts, these applications are also made available to other governmental agencies in the area.

## Project Description:

Sarpy County Planning Department Transportation Planning

Overview: The Sarpy County Planning Department's work program for this grant year is broken into three areas: Development Review, Regional Coordination of Transportation Planning Efforts and the general Project Coordination necessary for the grant.

- **Development Review (Traffic & Transportation):** Sarpy County's Planning Department is responsible for the review of all development related proposals within the unincorporated areas of the County to assure compliance with all subdivision and zoning regulations. Staff also evaluates the effects of population growth, housing, land use and development trends on local and regional street systems. Staff coordinates the reviews all development plans and proposals for sound transportation planning principles and compliance with local and regional long range transportation policies and goals. This involves pre-application meetings with the developers/applicants, coordination of project reviews with other regional planning staff to gather their input, staff review of plans and specifications for compliance with codes, regulations and long range planning goals, writing of professional recommendation reports for the Planning Commission and County Board of Commissioners, presentation of those recommendation reports at the required public hearings, and follow up required prior to issuance of development permits.
- **Comprehensive Plan and Development Regulations Updates (Transportation Elements):** The County's current Comprehensive Plan was adopted in 2005. The County's zoning, development and subdivision regulations have not had a comprehensive update since the early 2000's. Only amendments have been made in piecemeal fashion to deal with changes as necessary. Due to the tremendous growth Sarpy County has experienced since then, it is evident that these plans and regulations are in need of updating to continue to properly manage this growth. With these updates, we will be able to share new demographic information and trends with our regional partners in planning for future transportation needs. The updates will also have a specific focus on traffic and transportation, taking a comprehensive look at our transportation needs and issues in order to develop new short-, mid-, and long-range goals and objectives to keep up with growth. The new Plan will have an extensive Transportation Element to clearly identify those goals and objectives related to all areas of transportation including trails and transit. Following the completion of the Comprehensive Plan, we will completely overhaul our development regulations to ensure they are consistent with the goals of the Comprehensive Plan and provide the framework to achieve those goals. New regulations will be developed to provide additional guidance in areas such as street connectivity, access rules for arterial streets, bike and pedestrian trail requirements, etc. The preliminary work on this plan began in FY 2014 in selecting a consultant team, defining the scope of the project and negotiating the contract. The project will be substantially completed by the end of FY 2016. However, it is anticipated that the full project will not be completed and adopted by the County until sometime during the first quarter of FY 2017. Therefore, some staff hours have been budgeted for finalizing the transportation policies and regulations during the first quarter of FY 2017.
- **Regional Coordination of Transportation Planning Efforts:** We work closely with the County Engineer and MAPA staff to integrate the County's priorities into the MAPA Long Range Transportation Plan for the region. In addition, we participate in numerous meetings, including MAPA's Transportation Technical Advisory Committee, the Heartland 2050 Infrastructure Committee, and the Heartland Area Transportation Summit, regarding long range planning efforts for all modes of transportation to assure County input and coordination is provided. We have also developed an Arterial Street Improvement Program (ASIP) in coordination to assist in

funding future County transportation projects. As additional funds become available, staff will work closely with the County Engineer and area cities to identify specific transportation projects and coordinate planning issues associated with them.

**Deliverables:**

- Quarterly reports will be provided identifying the number and types of development projects reviewed for sound transportation planning principals and compliance with local and regional long range transportation policies and goals. The ultimate outcome will be well planned and coordinated development projects consistent with regional transportation goals.
  
- Quarterly reports will be provided tracking the progress of the Comprehensive Plan and its Transportation Element as well as Development Regulation Updates related to transportation policies with a percent complete indicated each quarter. When completed, full copies of the Comprehensive Plan and Development Regulations will be made available in hard copy and on the County's web site. Data and findings from work on the updates will be made available to MAPA and other regional planning partners as well.
  
- Quarterly reports will be provided identifying the number and types of meetings and other cooperative coordination efforts staff has participated in related to regional transportation planning efforts.

**Sarpy County Project Budget**

	Salary and Wages	Fringe Benefits	Total	Federal Share	Local Share
Data Development & Maintenance	\$ 38,654	\$ 11,892	\$ 50,546	\$ 35,315	\$ 15,231
Application Development & Data Base Administration	3,062	1,125	4,187	2,931	1,256
Project Coordination	2,888	943	3,831	2,682	1,149
<b>Subtotal GIS</b>	<b>\$ 44,604</b>	<b>\$ 13,960</b>	<b>\$ 58,564</b>	<b>\$ 40,928</b>	<b>\$ 17,636</b>
Development Review	\$ 20,919	\$ 5,448	\$ 26,367	\$ 18,458	\$ 7,909
Comprehensive Plan & Development Regulations Updates	2,868	856	3,724	2,608	1,116
Regional Coordination of Transportation Planning Efforts	2,501	935	3,436	2,404	1,032
Project Coordination	625	234	859	602	257
<b>Subtotal Planning</b>	<b>\$ 26,913</b>	<b>\$ 7,473</b>	<b>\$ 34,386</b>	<b>\$ 24,072</b>	<b>\$ 10,314</b>
<b>Total Project Budget</b>	<b>\$ 71,517</b>	<b>\$ 21,433</b>	<b>\$ 92,950</b>	<b>\$ 65,000</b>	<b>\$ 27,950</b>

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 17904101501
2. Project: Pottawattamie County GIS Activities – FY 17
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Contractor Name and Address:

Pottawattamie County  
GIS Coordinator  
223 S 6<sup>th</sup> Street  
Council Bluffs, IA 51501

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

### ACCOUNTING DATA

7. Contract – not to exceed \$35,000 FHWA PL Funds, plus minimum \$ 15,050 in local matching funds.  
  
Allotted - \$35,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$1,750.00 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

### DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of County Approval
11. Legal Review -

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016 by and between Pottawattamie County, Iowa on behalf of the GIS Department, 223 S 6<sup>th</sup> Street, Council Bluffs, IA 51501 (hereinafter referred to as "the County") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2017 Unified Work Program (hereinafter referred to as the "FY 2017 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF THE COUNTY

The County through its GIS Department agrees to undertake certain transportation planning activities identified in Section 134 of Title 23 United States Code and 23 CFR Part 420, subpart A and Part 450, subpart C, and incorporated into MAPA's FY 2017 Program. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("IDOT") Agreement Project No. 17239 attached as Exhibit I and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Pottawattamie County, Iowa.

3. SCOPE OF SERVICES

A. The County shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2017 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work elements 410.15 identified below and Exhibits II and III.

410.15 Pottawattamie County GIS Activities

Pottawattamie County will conduct a GIS program including creating, maintaining, and managing ongoing geospatial data. Pottawattamie County will accurately develop and maintain data sets and tools supporting transportation planning, modeling, analysis, and forecasting. Data sets will include, but not be limited to, streets, right-of-way, land records (lots, parcels, subdivisions, etc.), section corners, zoning, and annexations. Funding will support staff time for the aforementioned activities.

B. The County shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.
  2. Percentage completion.
  3. Number of hours completed by employee by activity for the quarter.
  4. Activities to be completed next quarter.
  5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2017 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- D. The County will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of IDOT. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. The County will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 410.15 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

#### 4. PERSONNEL

- A. The County represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by the County or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and IDOT.

#### 5. TIME OF PERFORMANCE

The County agrees to perform the services of this Agreement as outlined in the FY 2017 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2016, and ending June 30, 2017.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from IDOT under Agreement Project No. 17239, MAPA agrees to pay for the services rendered by the County under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event thirty-five thousand dollars (\$35,000) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of fifteen thousand fifty dollars (\$15,050). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit IV)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in the County's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items must follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in the County's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

County shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.



7. ADMINISTRATIVE FEE

The County agrees to pay MAPA an administrative fee of one thousand seven hundred fifty dollars (\$1,750). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. The County shall establish and maintain separate accounts for expenditures under IDOT Agreement Project No. 17239.
- D. If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** US Department of Transportation - Federal Highway Administration
  - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.205
  - Project Number:** 17239
- E. The County shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, IDOT or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final IDOT-MAPA audit is completed, resolved and closed.
- F. The County shall at all times afford a representative of MAPA, IDOT, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to the County under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the County shall pay such amount back to MAPA.

## 9. SUBMISSION OF VOUCHERS/INVOICES

- A. The County may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and the County shares, shall indicate work program percentage completion, and shall contain a statement of the County's estimate of the percentage of work completed and be signed by a responsible representative of the County certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and IDOT that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the County's invoices, and following receipt of funds from IDOT under Agreement Project No. 17239, MAPA shall make payment thereon to the County. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by the County and the County shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The County shall use actual labor rates for billing purposes.
- C. The County shall have available a listing of all the County personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of the County, whose time is directly assignable to this FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas County) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to the County under this Agreement is not eligible for funding by the FHWA, then the County shall reimburse to MAPA the amount of the ineligible cost item.

## 10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the County shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the County shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by IDOT, MAPA shall

thereupon have the right to terminate this Agreement by giving written notice to the County of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by the County shall be made available to MAPA, and the County shall be entitled to receive compensation for all expenses incurred or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or the County.

#### 11. CHANGES

The County or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by the County. Such changes, including any increase or decrease in the amount of the County's compensation, which are mutually agreed upon by and between MAPA and the County, and subject to the approval of the IDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

#### 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

#### 13. ASSIGNABILITY

Neither the County nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under

the Worker's Compensation Act of the State of Iowa or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

#### 15. INTEREST OF THE COUNTY

The County covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The County further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

#### 16. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, the County and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under Section 134 of Title 23 United States Code."

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

#### 17. PUBLICATION OR RELEASE OF INFORMATION

A. Papers, interim reports, forms or other material which are a part of the work under this Agreement shall not be copyrighted without written approval of IDOT and FHWA.

B. Either party to the Agreement may initiate a request for publication of the final or interim reports, or any portions thereof.

C. Publication by either party shall give credit to the other party and to the FHWA. However, if IDOT or FHWA does not wish to subscribe to the findings or conclusions of the study the following statement shall be included on the credit sheet: "The opinions, findings and conclusions expressed in this publication are those of the authors and not necessarily those of IDOT or the Federal Highway Administration."

D. In the event of failure of agreement between IDOT and the County relative to the publication of any reports during the period of the Agreement, each party reserves the right to publish

independently, in which event the nonoccurrence of the other party shall be set forth, if requested.

- E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.
- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

#### 18. NONDISCRIMINATION

- A. Both Parties agree that in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101 to 48-1126, they will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the age, race, color, religion, sex, disability, or national origin of the employee or applicant. None of the Parties shall, in the performance of this Agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances.
- B. The County agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The County further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Highway Administration regarding equal employment opportunity and nondiscrimination.

#### 19. MINORITY BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the County will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement to the extent allowable by law.

## 20. RESIDENCY VERIFICATION

Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

## 21. APPLICABLE LAW AND VENUE

Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

## 22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

## 23. DRUG FREE POLICY

The County shall have an acceptable and current drug-free workplace policy.

## 24. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

## 25. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose.

whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

26. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

The County or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

27. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7)

The County and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

The County and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGEEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

The County and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]



IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairman, Board of Directors

**POTTAWATTAMIE COUNTY, IOWA**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_, 20\_\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel

## **MAPA FY-2017 PL Funding Request**

**Jurisdiction:** Pottawattamie County

**Project Name:** Pottawattamie County GIS

**Project Description:** Pottawattamie County GIS Program

### *Data Maintenance*

Pottawattamie County GIS actively maintains many transportation-related geographic datasets that are offered in paper form, served and viewable via web applications and are also available for download at [www.iowagisdata.org](http://www.iowagisdata.org). These datasets are maintained with a high degree of accuracy using legal documents which are recorded and kept on record by various county departments. The GIS Department employs highly skilled staff who use complex GIS software to keep this data up-to-date and relevant. The data is shared with local jurisdictions in the MAPA region as well as engineering companies doing work in our County. It is used in transportation planning, modeling, analysis, and construction.

The transportation-related geographic datasets include the following:

- Road Centerlines
- Right-of-Way
- Landrecords (lots, parcels, subdivisions, etc.)
- Section Corners
- Zoning
- Annexations
- Basemap (used for the websites)

### *Website Maintenance*

The GIS staff also serves the data via several web applications, as mentioned above. These applications make the GIS data, maps, and queries available externally to the general public and internally for our Secondary Roads Department. These applications require maintenance and configuration. The list of sites includes:

- Public-facing GIS Website ([gis.pottcounty.com](http://gis.pottcounty.com))
- Internal Secondary Roads Website
- Internal Secondary Roads AVL Website

### **Deliverables:**

The transportation-related geographic data is made available for download at [www.iowagisdata.org](http://www.iowagisdata.org). The data can be downloaded at any time MAPA desires. The data is available via Rest endpoints that can be consumed by many applications including ArcGIS desktop software and web applications. Other arrangements can be made to make this process easier for MAPA, if needed. MAPA may also visit our external GIS website. Other MAPA jurisdictions also have access to this site as well. For access to the Secondary Roads sites, we would need clearance from our Secondary Roads Department.

**Pottawattamie County GIS  
Project Budget**

<b>Description</b>	<b>Employees</b>	<b>Hours</b>	<b>Hourly Rate</b>	<b>Total Expenses</b>	<b>Requested Amount</b>	<b>Local Match</b>
Project A: Data	Employee 1	384	\$ 39.80	\$ 15,283	\$ 10,698	\$ 4,585
Maintenance	Employee 2	395.5	\$ 27.07	10,703	7,466	3,237
Project B: Website	Employee 1	150	\$ 39.80	5,970	4,179	1,791
Maintenance	Employee 2	200	\$ 27.07	5,414	3,789	1,625
	Employee 1	534	\$ 14.79	7,898	5,529	2,369
Fringe Benefits	Employee 2	595.5	\$ 8.03	4,782	3,339	1,443
<b>Total</b>				<b>\$ 50,050</b>	<b>\$ 35,000</b>	<b>\$ 15,050</b>

## CONTRACT COVER PLATE

### CONTRACT IDENTIFICATION

1. Contract Number: 17504400601
2. Project: Metro Transit Activities – FY 17
3. Effective Date: July 1, 2016
4. Completion Date: June 30, 2017

### CONTRACT PARTIES

5. Contractor Name and Address:

The Transit Authority, City of Omaha  
(Doing Business As Metro)  
2222 Cuming Street  
Omaha, NE 68102

6. The Planning Agency:

The Omaha-Council Bluffs Metropolitan Area Planning Agency  
2222 Cuming Street  
Omaha, Nebraska 68102

### ACCOUNTING DATA

7. Contract – not to exceed \$98,000 FHWA PL Funds, plus minimum \$ 42,000 in local matching funds.  
  
Allotted - \$100,000 FHWA PL Funds, CFDA Number 20.205
8. Administrative Fee: Contractor shall pay the Planning Agency an administrative fee of \$4,900.00 equal to 5% of the federal portion of this agreement. Federal funds from this agreement shall not be used to pay the administrative fee.

### DATES OF SIGNING AND MAPA BOARD APPROVAL

9. Date of MAPA Board Approval -
10. Date of Metro Approval
11. Legal Review -
12. Date of State Concurrence -

AGREEMENT  
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2016 by and between the Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102 (hereinafter referred to as "Metro") and the Omaha-Council Bluffs Metropolitan Area Planning Agency, 2222 Cuming Street, Omaha, Nebraska, 68102 (hereinafter referred to as "MAPA"), providing for professional services described herein and within the MAPA FY 2017 Unified Work Program (hereinafter referred to as the "FY 2017 Program").

NOW, THEREFORE, it is mutually understood and agreed by the parties hereto as follows:

1. EMPLOYMENT OF METRO

Metro agrees to undertake certain transportation planning activities identified in Section 134 of Title 23 United States Code and 23 CFR Part 420, subpart A and Part 450, subpart C, and incorporated into MAPA's FY 2017 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project No. C990-(016) attached as Exhibit I and incorporated hereto by reference.

2. AREA COVERED

The area to be covered in the study under this Agreement shall be Omaha, Nebraska and surrounding area with transit service.

3. SCOPE OF SERVICES

A. Metro shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2017 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The work will include the various work activities within work elements 440.06 identified below and Exhibits II and III.

440.06 Metro Transit Planning Activities

Metro Transit will conduct various planning activities to support the regional transit system. Activities will include refining service changes implemented in June 2016 based on the Heartland Connections Regional Transit Vision recommendations, coordinating transit into Heartland 2050, conducting the Central Omaha Alternatives Analysis Phase II, and conducting other regional transportation planning.

B. Metro shall develop progress reports documenting their work activities and studies undertaken under the terms of this Agreement. These reports shall be of a quality suitable for publication, but will not ordinarily be intended for wide distribution. The documents shall be written in a style and form suitable for a technical audience rather than the mass public. Such reports shall contain the following information:

1. Activities completed in the quarter.
  2. Percentage completion.
  3. Number of hours completed by employee by activity for the quarter.
  4. Activities to be completed next quarter.
  5. Any existing or expected concerns about completed the activities included in the scope.
- C. The aforementioned reports shall be prepared for no less than the work activities specifically cited within Section 3, Scope of Services. The remaining work activities within the FY 2017 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and Metro.
- D. Metro will cooperate with MAPA in the preparation of information and reports to meet in a timely manner, the requirements of NDOR. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- E. Metro will be available to provide quarterly oral reports to the MAPA Transportation Technical Advisory Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide, for work element 440.06 the following information: work performed during the completed quarter, conformance to approved project scope, percent completed, if on schedule, and planned activities for the next quarter. These reports need to be submitted no later than thirty (30) days after the end of each quarter.

#### 4. PERSONNEL

- A. Metro represents that it has, or will secure all personnel required in performing the services under this Agreement without exceeding the project budget. Such personnel will not have any other financial interest pertaining to work covered by this Agreement.
- B. All of the services required hereunder shall be performed by Metro or under its supervision and all personnel engaged in the work shall be fully qualified and authorized under state and local law to perform such services.
- C. All subcontracted services covered by this Agreement shall be reviewed and approved prior to contracting by MAPA and NDOR.

#### 5. TIME OF PERFORMANCE

Metro agrees to perform the services of this Agreement as outlined in the FY 2017 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2016, and ending June 30, 2017.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. C990-(016), MAPA agrees to pay for the services rendered by Metro under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed in any event ninety-eight thousand dollars (\$98,000) less independent audit and inspection fees, unless acceptable compliance with Office of Management and Budget (OMB) Circular A-133 can be substituted. Metro agrees to contribute in cash or in services a minimum requirement of forty-two thousand dollars (\$42,000). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit IV)

Payments for work under this agreement will be made based on actual costs up to a Maximum-Not-To-Exceed amount identified in the preceding paragraph. Actual costs include direct labor costs, direct non-labor costs, and overhead costs.

A. Direct Labor Costs are the earnings that individuals receive for the time they are working directly on the project.

a. Hourly Rates: For hourly employees, the hourly earnings rate shall be their employee's straight time hourly rate for the pay period in which the work was performed. If overtime hours are worked on this project, the premium pay portion of those hours is not allowable as a direct labor cost. For salaried employees, the hourly earnings rate shall be their actual hourly rate as recorded in Metro's accounting books of record.

b. Time Reports: The hours charged to the project must be supported by adequate time distribution records that clearly indicate the distribution of hours to all projects/activities on a daily basis for the entire pay period. Time reports must provide a clear identifying link to the projects: such as project description, project number, pertinent work phase, dates of service, and the individual's name and position. There must be an adequate system of internal controls in place to ensure that time charges are correct and have the appropriate supervisory approval.

B. Direct Non-Labor Costs: These costs include all necessary, actual, and allowable costs related to completing the work under the agreement, including but not limited to: meals, lodging, mileage, subject to the limitations outlined below; communication costs; reproduction and printing costs; special equipment and materials required for the project; special insurance premiums if required solely for this agreement; and such other allowable items. Purchases of such items must follow federal funding procurement process. Meal and lodging expenses shall not exceed IRS published per diem rates for the region. Alcoholic beverages are not considered to be an allowable expense and are not reimbursable.

A non-labor cost charged as a direct cost cannot be included in Metro's overhead rate. If for reasons of practicality, the consultant is treating a direct non-labor cost category, in its entirety, as an overhead cost, then costs from that category are not eligible to be billed to this project as a direct expense.

Metro shall submit to the Planning Agency an invoice or billing itemizing all direct non-labor costs claimed for work under this agreement, and all supporting receipts or invoices.

7. ADMINISTRATIVE FEE

Metro agrees to pay MAPA an administrative fee of four thousand nine hundred dollars (\$4,900). MAPA in exchange shall monitor compliance with grant requirements, review and approve payment authorizations and submit to the federal agency for payment. Sources of funding for this administrative fee shall come from non-federal funds.

8. ACCOUNTING RECORDS

- A. Metro shall establish and maintain accounts for the project in a manner consistent with OMB Circular A-133 and in accordance with applicable provisions of 2 CFR, Subtitle A, Chapter 2, Part 200, Subpart F.
- B. Expenditures shall be in conformance with the standards for allowability of costs set forth in OMB Circular A-87 and the contract cost principles and procedures set forth in 2 CFR 200.
- C. Metro shall establish and maintain separate accounts for expenditures under NDOR Agreement Project No. C990-(016).
- D. If necessary, the Federal award information needed for the SEFA includes:
  - Federal Grantor:** US Department of Transportation - Federal Highway Administration
  - Pass-Through Grantor:** Omaha-Council Bluffs Metropolitan Area Planning Agency
  - Program Title:** Highway Planning and Construction (Federal-Aid Highway Program)
  - CFDA Number:** 20.505
  - Project Number:** C990-(016)
- E. Metro shall maintain an accurate cost-keeping system as to all costs incurred in connection with the subject of this Agreement and shall produce for examination books of account, bills, invoices and other vouchers, or certified copies thereof if originals are lost, at such reasonable time and place as may be designated by MAPA, NDOR or a designated Federal representative and shall permit extracts and copies thereof to be made during the period and for three (3) years after the final NDOR-MAPA audit is completed, resolved and closed.
- F. Metro shall at all times afford a representative of MAPA, NDOR, FHWA, or any authorized representative of the Federal government, reasonable facilities for examination and audits of the cost account records, shall make such returns and reports to a representative as may be required, shall produce and exhibit such books, accounts, documents and property as the representative may desire to inspect, and shall in all things aid the representative in the performance of audit duties.
- G. If any amount paid by MAPA to Metro under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, Metro shall pay such amount back to MAPA.



9. SUBMISSION OF VOUCHERS/INVOICES

- A. Metro may submit monthly, but no less than quarterly, documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A and 3E of this Agreement. Said reports shall account for the expenditure of Federal and Metro shares, shall indicate work program percentage completion, and shall contain a statement of Metro's estimate of the percentage of work completed and be signed by a responsible representative of Metro certifying that all of the items herein are true and correct for the work performed under the terms of this Agreement. Final payment shall be made upon determination by MAPA and NDOR that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of Metro's invoices, and following receipt of funds from NDOR under Agreement Project No. C990-(016), MAPA shall make payment thereon to Metro. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement, 120 days from the end date of this agreement.
- B. All invoices shall be taken from the books of account kept by Metro and Metro shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. Metro shall use actual labor rates for billing purposes.
- C. Metro shall have available a listing of all Metro personnel positions that may be selected or assigned to the work contemplated herein. Said listing shall indicate the title or classification and salary range of each such position. It is agreed that employees of Metro, whose time is directly assignable to this FY 2017 Program, shall keep and sign a time record showing the work element and work activity of the FY 2017 Program, date and hours worked, and title of position.
- D. It is understood that reimbursement for out-of-state (other than Nebraska, Iowa and Kansas County) travel costs, will not be requested unless written prior approval for such travel has been given by MAPA and the State. The rate of reimbursement will be that allowed by the State for travel by its own employees.
- E. If the FHWA notifies MAPA that a cost item (as identified in the cost circulars and regulations identified herein) paid to Metro under this Agreement is not eligible for funding by the FHWA, then Metro shall reimburse to MAPA the amount of the ineligible cost item.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, Metro shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Metro shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by NDOR, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to Metro of such termination and specifying the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings and reports prepared by Metro shall be made available to MAPA, and Metro shall be entitled to receive compensation for all expenses incurred

or obligated on all work mutually agreed to be satisfactorily completed through the effective date of termination.

- B. The above also applies when the Agreement may be terminated because of circumstances beyond the control of MAPA or Metro.

#### 11. CHANGES

Metro or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement, which are to be performed by Metro. Such changes, including any increase or decrease in the amount of Metro's compensation, which are mutually agreed upon by and between MAPA and Metro, and subject to the approval of the NDOR, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

#### 12. PROHIBITED INTEREST

- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.
- B. No member, officer, or employee of MAPA or of a local governing public body during their tenure or one (1) year thereafter shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.

#### 13. ASSIGNABILITY

Neither Metro nor MAPA shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written mutual consent.

#### 14. CLAIMS

Both parties indemnify, save and hold harmless the other party, and all its agents and employees of and from any and all claims, demands, actions or causes of action of whatever nature or character arising out of, or by reason of, the work to be performed by either party. Each party further agrees to defend, at its own sole cost and expense, any action or proceeding commenced for the purpose of asserting any such claim of whatever character arising as a result of its actions. Each party agrees to cooperate in the defense or settlement negotiation of such claim, action, or proceeding. It is further agreed that any and all employees of either party while engaged in the performance of any work or service required or provided for herein to be performed by that party, shall not be considered employees of the other party, and that any and all claims that may or might arise under the Worker's Compensation Act of the State of Nebraska or any other applicable workers' compensation law on behalf of said employees, while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees, shall in no way be the obligation or responsibility of the other party.

15. INTEREST OF METRO

Metro covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. Metro further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

16. IDENTIFICATION OF DOCUMENTS

A. All reports, maps, and other documents completed as part of this Agreement, other than documents completed exclusively for internal use within MAPA, shall carry the following notation on the front cover or a title page (or, in the case of maps in the same block) containing the name of MAPA, Metro and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under the Transportation Planning Program authorized under Section 134 of Title 23 United States Code."

Together with the date (month and year) the document was prepared.

B. Originals of all documents including computer tapes, tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service under terms of this Agreement are to be the joint property of the political jurisdiction and governmental agencies participating in the transportation planning process. Copies of said documents will be made available to such participants upon request at costs of such reproduction.

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E. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with participants in the Transportation

Planning Program, small technical groups or lectures to employees or students. Lectures to other groups which describe the plans are permissible.

- F. Neither party shall publish nor otherwise disclose, nor permit to be disclosed or published, the results of the investigation herein contemplated, during the period of the Agreement, without notifying the other party.
- G. When the scheduled time for presentation of a paper does not permit formal review and approval of a complete report, abstracts may be used for notification of intent to present a paper based on the study. Such presentation must protect the interest of the other party by the inclusion of a statement in the paper and in presentation to the effect that the paper had not been reviewed by the State.

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equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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Parties to this Agreement shall conform to all existing and applicable city ordinances, resolutions, state and local laws, federal laws, and all existing and applicable rules and regulations. Nebraska law will govern the terms and the performance under this Agreement.

#### 22. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. No representations were made or relied upon by either Party other than those that are expressly set forth herein. No agent, employee or other representative of either Party is empowered to alter any of the terms hereof except as provided herein.

#### 23. DRUG FREE POLICY

Metro shall have an acceptable and current drug-free workplace policy.

#### 24. PUBLIC BENEFITS

With regard to Neb. Rev. Stat. §§ 4-108 – 113, neither Party is an individual or sole proprietorship. Therefore, neither Party is subject to the public benefits attestation and related requirements of Neb. Rev. Stat. §§ 4-108 – 113.

#### 25. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that either Party or its personnel, employees, agents, contractors, or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of one shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors, or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective

bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other, unless otherwise provided herein.

26. COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 and 40 U.S.C. 276c)

Metro or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

27. DAVIS-BACON ACT, as amended (40 U.S.C. 276a to a-7)

Metro and subcontractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-333)

Metro and subcontractors shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

29. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Any performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

30. DEBARMENT AND SUSPENSION (E.O.s 12549 and 12689)

Metro and all subcontractors assert the organization or individuals are not listed on the government-wide Excluded Parties List System, in accordance with the OMB guidelines at 2 CFR part 180 that implement E.O.s 12549 (3 CFR, 1986 Comp., p. 189) and 12689 (3 CFR, 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549.[69 FR 26281, May 11, 2004, as amended at 70 FR 51879, Aug. 31, 2005]

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their proper officers and representatives.

**OMAHA-COUNCIL BLUFFS METROPOLITAN  
AREA PLANNING AGENCY**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_  
Chairman, Board of Directors

**TRANSIT AUTHORITY OF OMAHA, dba  
"METRO"**

Attest: \_\_\_\_\_

by \_\_\_\_\_ DATE: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

DATE \_\_\_\_\_, 20\_\_\_\_\_

Signed \_\_\_\_\_  
MAPA Legal Counsel





## **MAPA Unified Work Program**

### Description of Projects

FY-2017

#### **TRANSIT/HUMAN SERVICE TRANSPORTATION (440)**

##### 440.01 Transit Planning Administration

- A. Metro staff will provide administrative support for transit planning activities highlighted below.

##### 440.02 Short-Range and Service Planning

- A. Metro launched a major system change in May 2015 based on the recommendations from the Heartland Connections Regional Transit Vision, and refined through public engagement and feedback. In FY2017, staff will conduct follow-up study of ridership, route performance, and customer response, to include an on-board survey conducted in the fall of 2016. Modifications to transit service will be studied and implemented as necessary using new survey results. Staff also will study alternatives for changes to the bus network to coordinate with the upcoming Bus Rapid Transit (BRT) project on the Dodge corridor (anticipated to begin service in 2018), which serves as the spine of the overall transit network.

##### 440.03 Long Range Transit Planning

- A. Metro will coordinate with implementation efforts of the Heartland 2050 plan to monitor the region's progress towards the vision goals highlighted in the plan. Additionally, Metro staff will coordinate with the Metro Area Travel Improvement Study to identify long range transit improvements in the region, as well as other local long range planning efforts.

440.08 Transit Service Standards

- A. Ridership, Fare collection, Safety & Security, and other performance reporting will be conducted during FY2017. Report information will be used to monitor existing service and aid in identifying potential areas for future transit improvement. All required information from such reports will be submitted to the National Transit Database (NTD) on a monthly basis.

440.11 Transit Management Objectives

- A. Metro staff will review performance indicators to monitor the efficiency of transit and para-transit services, including management and administrative functions supporting transit operations. Measures will be taken to reduce fuel consumption, manage fleet and inventory expenses, update fixed-route blocking and scheduling, and optimize labor premium wages for bus and para-transit operators.

440.13 Transit Service Development Update

- A. Metro staff will coordinate with the cities of Bellevue, LaVista, Papillion, Ralston, and Council Bluffs, IA, to monitor the performance of transit services contracted to operate in these communities. Should a community choose to modify transit routing, timing, or hours of operation, Metro staff will facilitate this process to develop and implement updated transit service as requested.

440.15 Special Studies

- A. Metro anticipates involvement in numerous planning efforts in FY2017. Metro staff will coordinate with the local planning efforts of other agencies and collaborate on projects and studies impacting transit in the region.

440.16 Program Certification

- A. During FY2017, Metro will conduct a weekly random sample of four (4) one-way transit trips to measure boarding and alighting activity, contributing to an annual sample size of 208 trips. This information will be used to calculate average passenger trip length, reportable to the National Transit Database (NTD) on an annual basis. Additionally, this data will be compiled annually to monitor vehicle assignment, on-time performance, and vehicle load in conformance with Metro's Title VI plan, to ensure equitable distribution and operation of service and equipment to low income and minority populations.

METRO  
 MAPA 546-600  
 2016-2017

MAPA PROJECTS	Project Hours					Project Dollars				
	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	YTD Total Hours	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	YTD Total Dollars
440.01 - Transit Planning Administration										
<b>TOTAL FOR 440.01</b>	68.75	68.75	68.75	68.75	275.00	4055.99	4055.99	4055.99	4055.99	\$16,223.96
440.02 - Short-Range and Service Planning										
<b>TOTAL FOR 440.02</b>	187.50	187.50	187.50	187.50	750.00	8932.72	8932.72	8932.72	8932.72	\$35,730.88
440.03 - Long-Range Transit Planning										
<b>TOTAL FOR 440.03</b>	45.00	45.00	45.00	45.00	180.00	2143.85	2143.85	2143.85	2143.85	\$8,575.40
440.05 - JARC & New Freedom 5310 Administration										
<b>TOTAL FOR 440.05</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
440.07 - BRT Final Design and UC Preliminary Design										
<b>TOTAL FOR 440.07</b>	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$0.00
440.08 - Transit Service Standards										
<b>TOTAL FOR 440.08</b>	18.75	18.75	18.75	18.75	75.00	893.27	893.27	893.27	893.27	\$3,573.08
440.11 - Transit Management Objectives										
<b>TOTAL FOR 440.11</b>	412.50	412.50	412.50	412.50	1,650.00	13929.27	13929.27	13929.27	13929.27	\$55,717.08
440.13 - Transit Service Development Update										
<b>TOTAL FOR 440.13</b>	7.50	7.50	7.50	7.50	30.00	357.31	357.31	357.31	357.31	\$1,429.24
440.15 - Special Studies										
<b>TOTAL FOR 440.15</b>	11.25	11.25	11.25	11.25	45.00	535.96	535.96	535.96	535.96	\$2,143.84
440.16 - Program Certification										
<b>TOTAL FOR 440.16</b>	147.75	147.75	147.75	147.75	591.00	4151.63	4151.63	4151.63	4151.63	\$16,606.52
<b>Total</b>	<b>899.00</b>	<b>899.00</b>	<b>899.00</b>	<b>899.00</b>	<b>3,596.00</b>	<b>\$35,000.00</b>	<b>\$35,000.00</b>	<b>\$35,000.00</b>	<b>\$35,000.00</b>	<b>\$140,000.00</b>

MAPA PORTION - 70%	98,000.00	98,000.00	0.00
LOCAL MATCH - 30%	42,000.00	42,000.00	0.00
	<u>140,000.00</u>	<u>140,000.00</u>	<u>0.00</u>

## **Heartland 2050 Communications Assistance**

The Heartland 2050 committees have been completing and refining the action steps for the Vision Goals and Strategies. In order to move toward implementation, it is important to synthesize the many action steps in the broad Vision around a small number of clear initiatives. In order to successfully synthesize and communicate the Vision and its action steps, we would like to utilize the assistance of a professional communications firm.

The deliverables for the project would include developing educational materials, including imagery for presentations, the website and other materials, as well as assisting staff members with clearly communicating the initiative.

The contract amount would not exceed \$20,000. This funding would utilize non-federal funds, including \$12,000 provided by foundations previously budgeted for videos.

Authority to sign the contract is being requested due to the short time frame to prepare the communications materials in time for the Heartland 2050 Summit on August 2, 2016.

The following case is subject to Executive Order 12372, which provides for intergovernmental review and comment by local governments before Federal agencies take action on an application. If you should have any questions or are considering negative comment on the application listed here, please contact MAPA at 402-444-6866 x230 so that special arrangements can be made to have the applicant present.

**MAPA Case #: 2016-03**

Nebraska Department of Environmental Quality (NDEQ) - Water  
Supplemental Monitoring

**Type of Submission:** Application

**Type of Application:** New

**Project Dates:** June 1, 2016 through December 31, 2018

**Area of Impact:** Statewide

**Granting Agency:** Environmental Protection Agency

<b>Estimated Cost:</b>	Total:	\$159,000
	Federal:	\$159,000
	State/Applicant:	-
	Local:	-
	Other:	-

**Project Description Summary:**

The project would include the following 4 tasks:

Monitoring Flowing Waters – Small and medium streams that have never been, or are under monitored will be targeted for biological and chemical assessments. This task will include filed support for the collection and biological data on these streams as well as the lab analysis.

Pilot SNAP Program – Nebraska will continue to pilot a program used in Ohio that may impact future sampling procedures.

Bathymetry Surveys – Surveys will provide current or baseline information on water bodies area and storage capacity for reservoirs that either have dated or no map. Information will assist in management decisions for not only NDEQ but other state agencies.

Targeted Watershed Sampling – This task allows for intensive sampling which will provide supplemental data of sufficient quality and quantity to: better calibrate predictive models for estimating pollutant loads from specific sub-watersheds, target conservation practices within sub-watersheds thereby reducing pollutant loads, and to provide pre-project baseline data. This additional data will assist in delisting impaired segments within watersheds.

The following case is subject to Executive Order 12372, which provides for intergovernmental review and comment by local governments before Federal agencies take action on an application. If you should have any questions or are considering negative comment on the application listed here, please contact MAPA at 402-444-6866 x230 so that special arrangements can be made to have the applicant present.

**MAPA Case #: 2016-04**

Nebraska Department of Environmental Quality (NDEQ) - Water  
319 Grant – Nonpoint Source Management Program

**Type of Submission:** Application

**Type of Application:** New

**Project Dates:** September 30, 2016 through October 30, 2017

**Area of Impact:** Statewide

**Granting Agency:** Environmental Protection Agency

<b>Estimated Cost:</b>	Total:	\$4,223,334
	Federal:	\$2,534,000
	State/Applicant:	\$1,689,334
	Local:	-
	Other:	-

**Project Description Summary:**

The primary goal of the Nebraska Nonpoint Source Management Program is to reduce nonpoint source water pollution and improve water quality in the state. The program will be a comprehensive and collaborative program that efficiently and effectively implements actions to restore and protect water resources from impairment by nonpoint source pollution.

Also part of the proposal, resource managers, public officials, community leaders and private citizens will better understand the effects of human activities on water quality and support actions to restore and protect water resources from impairment by nonpoint source pollution.