

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

BOARD OF DIRECTORS MEETING
Thursday, July 27, 2017
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 June 29, 2017 meeting. (ACTION)
- C. FINANCE COMMITTEE MINUTES of the July 19, 2017 meeting. (ACTION)
- D. AGENCY REPORTS & PRESENTATIONS – (INFO)
 - 1. AGENCY REPORTS
 - a. Executive Director’s Report
 - b. Heartland 2050 Report
- E. PUBLIC COMMENTS – See Footnote
- F. CONSENT AGENDA – (ACTION)

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. CONTRACT FINAL PAYMENTS–Pottawattamie County GIS - \$18,874.11
 - 2. CONTRACT AMENDMENTS – Live Well Omaha reduce amount to \$146,562.96
 - 3. AUDIT ENGAGEMENT LETTER – FY 2017 Audit Fees \$10,800
 - 4. TRAVEL TO NARC CONFERENCE – Travel for Executive Director and two Board Members to the NARC Executive Director and Board Retreat in San Antonio, TX \$4,498.
- G. OLD BUSINESS
 - 1. FY 2017 - 2020 TRANSPORTATION IMPROVEMENT PROGRAM (TIP) AMENDMENT #7 – (ACTION)
The Board will consider approval of amendments to the FY 2017 – 2020 TIP.
- H. NEW BUSINESS
 - 1. HEALTH INSURANCE RENEWAL
The Board will consider renewal of major medical insurance for MAPA staff effective September 1.

2. NEW CONTRACTS – (ACTION)

The Board will consider approval of the contracts listed below.

a. Job Access Reverse Commute – FTA funded projects

- i. [Heartland Family Services JARC Funding - \\$22,000 Federal & 22,000 Match](#)
- ii. [Southwest Iowa Transit Authority JARC Funding - \\$106,000 Federal & \\$26,500 Match](#)
- iii. [Metro Transit JARC Funding - \\$51,646 Federal & \\$12,912 Match](#)

b. H2050 Mini Grants – Surface Transportation Funding

- i. [City of Omaha 13th Street Walkability Study - \\$100,000 Federal & \\$25,000 Match](#)
- ii. [Council Bluffs Walkability Master Plan - \\$80,000 Federal & \\$20,000 Match](#)
- iii. [Metro Transit – Transit Development Plan - \\$87,500 Federal & \\$21,875 Match](#)
- iv. [Sarpy Co. Arterial & Collector Road Study - \\$30,000 Federal & \\$7,500 Match](#)

3. EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY AMENDMENT – (ACTION)

The Board will consider for approval an amendment to the EEO Policy.

4. BOARD MEMBERS ANNUAL CONFLICT OF INTEREST DISCLOSURE – (ACTION)

Each individual Board member will be asked to sign a conflict of interest disclosure.

I. ADDITIONAL BUSINESS

J. DISCUSSION

1. Greg Youell will discuss the publication of MAPA’s white paper on Transit in the Metropolitan region.
2. 2017 annual award nominations. ([List of previous winners provided.](#))

K. ADJOURNMENT

Future Meetings:

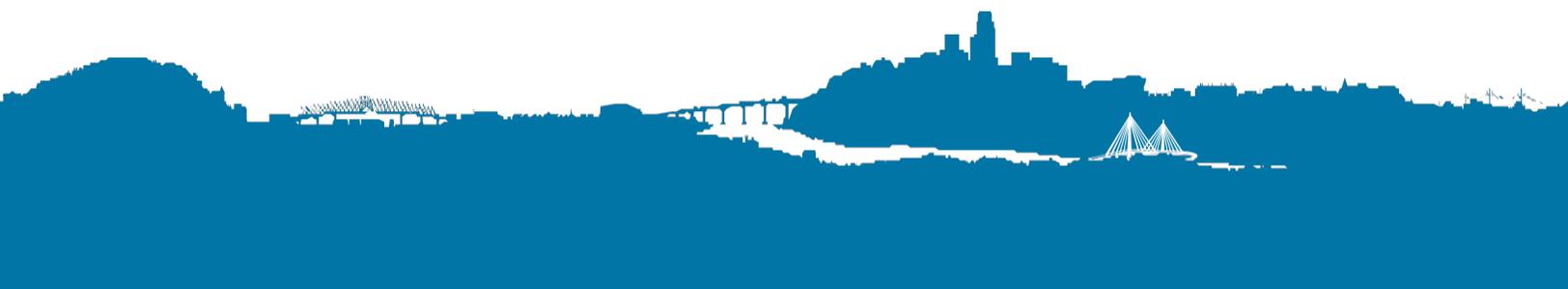
Finance Committee: Wednesday, August 23, 2017

Board of Directors: Thursday, August 31, 2017

Council of Officials Annual Dinner: Wednesday, October 4, 2017 – Livestock Exchange Building – Omaha, NE

* 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) 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
June 29, 2017

The Board of Directors met at the MAPA offices, 2222 Cuming Street, Omaha. Chairwoman Sanders called the meeting to order at 1:50 p.m.

A. ROLL CALL/INTRODUCTIONS

Members/Officers Present

Rita Sanders (Chair)	Mayor, City of Bellevue/Chair
Clare Duda	Douglas County Commissioner
Doug Kindig (left at 2:22 p.m.)	NE Small Cities/COUNTIES Representative (Mayor, City of La Vista)
Gary Mixan	Sarpy County Commissioner
Cassie Paben (rep. Mayor Jean Stothert) (left at 2:22 p.m.)	Deputy Chief of Staff, City of Omaha
Matt Walsh	Mayor, City of Council Bluffs
Carol Vinton	IA Small Cities/COUNTIES Representative (Mills County Board of Supervisors)

Members/Officers Absent

Patrick Bloomingdale	MAPA Secretary/Treasurer, Douglas County
Ben Gray	Omaha City Council
Tom Hanafan	Pottawattamie County Board of Supervisors

MAPA Staff

Grant Anderson	Court Barber	Christina Brownell	Sue Cutsforth
Melissa Engel	Don Gross	Greg Youell	

Guest

Tim Rohwer Council Bluffs Nonpareil

B. APPROVAL OF THE MINUTES of the May 25, 2017 meeting – (Action)

MOTION by Vinton, SECOND by Duda to approve the minutes of the May 25, 2017 meeting of the Board of Directors.

AYES: Duda, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

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

Mr. Clare Duda reported that the Finance Committee met on June 21, 2017 and approved bills for June, reviewed April financial statements and approved contract payments. Items were forwarded to the Board of Directors for approval.

MOTION by Vinton, SECOND by Paben to approve the minutes of the June 21, 2017 Committee meeting.

AYES: Duda, Kindig, Mixan, Paben, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

Approved by _____
Patrick Bloomingdale, Secretary/Treasurer

D. AGENCY REPORTS & PRESENTATIONS

1. Metro Traffic Incident Management (TIM) – HDR, Bernie Arseneau, Highways & Local Roads Director

Mr. Arseneau presented to the Board details around TIM and the impact this project has had on the Metro area. TIM is managing incidents that occur both planned and unplanned on the freeway system and avoiding secondary incidents. This project was a collaborative effort of police, fire, 911, sheriff, DOTs and others. This group was brought together to have a higher level of impact with more accountability and training. The driver of this is safety and quality of life, for both the responders and the public.

2. Agency Reports – (Info)

a. Executive Directors Report - Greg Youell, Executive Director

Mr. Youell provided an update to the Board on MAPA activities for the month of May. MAPA, the Census Bureau and Nebraska State Data Office will host two events at UNO on Thursday, July 20. The morning session is called the “Road to 2020” and is aimed at preparations for the 2020 Census and the afternoon session is called a “Community Dialog” and will include H2050 Equity & Engagement partners. Mr. Youell updated the Board on progress of some of MAPA’s projects that have reached major milestones. Chuck Karpf has retired from MAPA and the agency is now exploring options to administer the anticipated Housing Trust Fund grant for Valley and Waterloo. Mr. Youell also provided updates on community development activities, the Platte River Bridge – Highway 75 side path, Heartland 2050 activities and current RFPs (ROI Assessment, Bellevue Bridge, Transportation Support and Communications for Task Force and Long-Range Planning).

b. Communications Strategy - Sue Cutsforth, Information Officer

Ms. Cutsforth provided an update to the Board on the progress of MAPA’s Communications Strategy and specifically the progress of the social media strategy.

E. PUBLIC COMMENT –

None.

F. CONSENT AGENDA – (Action)

The Board considered Consent Agenda items listed below for approval.

1. Contract Final Payments with exceptions –

a. Olsson Associates - \$271.53

2. Contract Amendments –

a. Metro - Lease Agreement - \$34,800 for six months (\$5,800 each month)

b. Steve Jensen - \$36,000 - extension of time to October 31, 2017

c. JLUS - extension of time to December 31, 2017

3. Appointment of the FY 2018 Secretary / Treasurer –

The Board considered for approval the request to ratify the Chairperson’s appointment of Patrick Bloomingdale as Secretary/Treasurer for FY 2018.

4. FY 2018 Legal Counsel –

The Board considered for approval the request to ratify the Chairperson’s appointment of Paul Kratz as Legal Counsel for the FY 2018.

5. FY 2018 Depository - Depository Resolution –

The Board considered for approval the Finance Committee's recommendation of the Nebraska Public Agency Investment Trust (NPAIT) and American National Bank as Depositories for FY 2018 and the Executive Director, Director of Finance and Operations and Treasurer as Depository for MAPA FY 2018.

MOTION by Duda, SECOND by Walsh to approve all items listed on the Consent Agenda.

AYES: Duda, Mixan, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

G. OLD BUSINESS

1. FY 2017 – 2020 Transportation Improvement Program (TIP) Amendment #6 – (Action)

Mr. Court Barber presented to the Board for approval the FY 2017 - 2020 TIP Amendment #6. The first amendment is a change to Metro Transit's 2017 program of projects to allow for the addition of the FTA grant that was received. The additional changes are to include the JARC funding that will be spent by September 30, 2017.

MOTION by Duda, SECOND by Vinton to approve the FY 2017 - 2020 TIP Amendment #6.

AYES: Duda, Mixan, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

2. Final FY 2018 – 2023 Transportation Improvement Program (TIP) – (Action)

Mr. Court Barber presented to the Board for approval the Final FY 2018 – 2023 Transportation Improvement Program.

MOTION by Duda, SECOND by Walsh to approve the Final FY 2018 – 2023 Transportation Improvement Program.

AYES: Duda, Mixan, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED.

H. NEW BUSINESS

i. New Contracts – (Action)

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

- a. Douglas County - \$61,500 Federal & \$26,357 match
- b. Omaha Planning - \$55,000 Federal & \$23,572 match
- c. Omaha Planning - \$55,000 Federal & \$23,572 match
- d. Omaha Public Works - \$63,000 Federal & \$27,000 match
- e. Sarpy County - \$80,000 Federal & \$34,286 match
- f. Pottawattamie County - \$30,000 Federal & 12,857 match
- g. Papio-Missouri River NRD - \$8,000 Federal & \$3,429 match
- h. Metro Transit - \$80,000 Federal & \$34,286 match
- i. Pottawattamie County - CITIES Admin \$10,000

MOTION by Duda, SECOND by Vinton to approve the new contracts listed above.

AYES: Duda, Mixan, Sanders, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

ii. East and West Nishnabotna Watershed Project Cooperation Agreement – (Action)

Mr. Don Gross presented to the Board for approval the East and West Nishnabotna Watershed Project Cooperation Agreement. Mills County is the primary recipient of the grant and the parties believe it is appropriate to have an agreement to develop a small committee to represent both counties and the two regional agencies that will administer the grants. The purpose of the agreement is to foster cooperation and communication.

MOTION by Duda, SECOND by Vinton to approve the East and West Nishnabotna Watershed Project Cooperation Agreement.

AYES: Duda, Mixan, Sanders, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

iii. FY 2018 Salary Adjustment – (Action)

Mr. Youell presented to the Board for approval the FY 2018 Salary Adjustment. MAPA staff completed a market comparison of MAPA's salaries to those of comparable planning organization as well as member cities and counties. The Finance Committee met in a closed session to evaluate the proposal from MAPA staff. The Finance Committee Recommends to the Board of Directors a one-time salary adjustment effective July 1, 2017 which equates to 3.5% of the total current salaries. Individual staff will receive varying salary adjustments based on the results of the market analysis. The Finance Committee also recommends a 1% merit pool for FY 18.

MOTION by Walsh, SECOND by Mixan to approve a one-time salary adjustment equating to 3.5% increase of the total current salaries effective July 1, 2017 and a 1% merit pool for FY 18.

AYES: Duda, Mixan, Sanders, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED.

iv. Admin Policy Amendment – (Action)

Mr. Youell presented to the Board for approval an amendment to the MAPA administrative policy as it refers to authorized use of an agency owned vehicle.

MOTION by Vinton, SECOND by Walsh to approve the Admin Policy Amendment.

AYES: Duda, Mixan, Sanders, Vinton, Walsh
NAYS: None.
ABSTAIN: None.
MOTION CARRIED

v. Transit State of Good Repair (SGR) Performance Target – (Action)

Mr. Youell presented to the Board for approval the targets for Metro Transit's asset classes.

MOTION by Duda, SECOND by Vinton to approve the SGR Performance Target for Metro Transit.

AYES: Duda, Mixan, Sanders, Vinton, Walsh

NAYS: None.

ABSTAIN: None.

MOTION CARRIED

vi. FY 2018 MAPA COMMITTEES – (Action)

Mr. Youell presented to the Board for approval the FY 2018 MAPA committee member appointments.

MOTION by Duda, SECOND by Walsh to approve the FY 2018 MAPA Committees.

AYES: Duda, Gray, Hanafan, Kindig, Mixan, Sanders, Vinton

NAYS: None.

ABSTAIN: None.

MOTION CARRIED

I. ADDITIONAL BUSINESS

Mr. Youell announced to the Board that nominations are now open for the Annual Awards. As requested, MAPA staff will send to the Board of Directors a link for the Annual Award nomination forms along with a listing of past award recipients.

J. DISCUSSION

K. ADJOURNMENT

Chairwoman Sanders adjourned the meeting at 3:12 p.m.

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha NE 68102-4328
Finance Committee
July 19, 2017

The MAPA Finance Committee met July 19, 2017, in the MAPA conference room. Carol Vinton called the meeting to order at 8:40 a.m.

ROLL CALL

Members Present

Clare Duda, Douglas County
Carl Lorenzen, Washington County
Carol Vinton, Mills County

Staff

Natasha Barrett
Melissa Engel
Mike Helgerson
Greg Youell

Members Absent

Patrick Bloomingdale, Secretary/Treasurer; Tom Hanafan, Pottawattamie County; Gary Mixan, Sarpy County;

A. Monthly Financial Statements (May 2017)

1. Bank Reconciliation (American National Bank) and Statements on Investments
2. Receipts and Expenditures
3. Schedule of Accounts Receivable/ Accounts Payable
4. Statement of Financial Position
5. Statements of Revenues and Expenditures

Ms. Engel presented the May financials. Mr. Duda asked if the payroll increases that were approved last month were implemented and how they were received by staff. Mr. Youell explained that yes, each employee received an Employee Compensation Summary detailing their salary/hourly wage, benefits paid by MAPA, and their total compensation. Each employee also received a pie chart breaking out the total expenses for the agency by salary, paid time off and individual benefits. Mr. Youell commented that the wage increases and data supplied to the employees has been received very well by staff.

B. FOR FINANCE COMMITTEE APPROVAL

1. Contract Payments: (Action)
 - a. Live Well Omaha – PMT #12 - \$575.38
 - b. Live Well Omaha – PMT #31 - \$2,617.29
 - c. Steve Jensen – PMT #9 - \$2,632.50
 - d. Lovgren – PMT #2 - \$15,500.05

Mr. Youell presented the contract payments. Live Well Omaha's contract payments are for their work in June on the Commuter Challenge and Bike Education projects. Steve Jensen's invoice is for consulting services on Heartland 2050 Implementation through June. Lovgren's second payment requesting is for reimbursement of May expenses associated with the 2017 CMAQ Air Quality and Reduced Fare Program.

2. Contract Payments with Exceptions (Action)
 - a. Lovgren – PMT #3 - \$26,454.33

Mr. Youell presented Lovgren's third payment request with exceptions for June expenses related to the 2017 CMAQ Air Quality and Reduced Fare Program. The agency is currently waiting to receive additional documentation and minor revisions to the request prior to payment.

MOTION Duda SECOND by Lorenzen, to approve the contract payments as presented and Lovgren's payment with exceptions once all necessary documentation is received. MOTION CARRIED.

C. RECOMMENDATION TO THE BOARD

1. Final Contract Payments
 - a. Pottawattamie County GIS - \$18,874.11

Mr. Youell presented the Pottawattamie County GIS final contract payment for activity through June. There are no exceptions on this final payment.

MOTION Lorenzen SECOND by Duda to recommend that the Board of Directors approve the final contract payment as

presented. MOTION CARRIED.

2. New Contracts:
 - a. Heartland Family Services JARC Funding - \$22,000 Federal & \$22,000 Match
 - b. Southwest Iowa Transit Authority JARC Funding - \$106,000 Federal & \$26,500 Match
 - c. Metro Transit JARC Funding - \$51,646 Federal & 12,912 Match
 - d. City of Omaha 13th Street Walkability Study - \$100,000 Federal & \$25,000 Match
 - e. Council Bluffs Walkability Master Plan - \$80,000 Federal & \$20,000 Match
 - f. Metro Transit – Transit Development Plan - \$87,500 Federal & \$21,875 Match
 - g. Sarpy Co. Arterial & Collector Road Study - \$30,000 Federal & \$7,500 Match

Mr. Youell presented the new contracts. Items C.2.a through C.2.c are JARC Funding. The JARC program has been eliminated and funding must be spent by September 30, 2017. The Heartland Family Service contract is for continued funding of their “Ways to Work” program through September. The Southwest Iowa Transit Authority contract is for the purchase of a ADA bus to transport individuals to and from Council Bluffs, IA and South Omaha, NE to various metro Omaha locations for work. Metro Transit’s contract will utilize JARC funding to purchase a three-year user license of REMIX software for real-time transit scheduling. Items C.2.d through C.2.g are Heartland 2050 mini grants funded by federal transportation dollars which require a 20% match and is geographically limited. The Heartland 2050 mini grants listed above are all effective July 1, 2017 – June 30, 2018. The Omaha 13th Street walkability study will analyze and determine how to best utilize the existing right-of ways to accommodate all users now and in the future. Council Bluffs Walkability Master Plan contract will focus on improving walkability around the City. The Metro Transit contract will utilize a qualified consultant and Metro staff to evaluate existing services, prioritize transit projects, identify potential capital and operational funding sources, identify necessary changes to policy, statute, or regional government structure while creating a Transit Development Plan. Sarpy County’s Arterial Collector Road Study contract is for a county wide project to develop a policy for locating/modifying arterial and major collector routes and completing the first phase of plan development.

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

3. Contract Amendment
 - a. Live Well Omaha reduce amount to \$146,562.96

Mr. Youell presented the Live Well Omaha contract amendment. This contract is for the Bike Education project that has been in effect since 2012. The amendment is a reduction in the NDOR Transportation Enhancement Funding and match funding, and is necessary to account for the funds are kept at the state level.

MOTION Duda SECOND by Lorenzen to recommend that the Board of Directors approve the contract amendments as presented. MOTION CARRIED.

4. Audit
 - a. FY 2017 Audit Engagement Letter – Fees: \$10,800

Ms. Engel presented the FY 2017 Audit Engagement Letter. In January, the Finance Committee directed staff to continue to contract with Hamilton Associates, P.C. for the FY 2017 audit and not to obtain Request for Proposals. The fees for Hamilton Associates to complete the FY 2017 audit will not to exceed \$10,800, which is between a 1% and 2% increase over the previous year.

MOTION Duda SECOND by Lorenzen to recommend that the FY 2017 Audit Engagement Letter as presented. MOTION CARRIED

5. Travel
 - a. NARC Executive Directors Conference & Board Retreat – San Antonio, TX– Youell, Vinton, Sanders – October 22-25, 2017 - \$4,498.00

Mr. Youell Present the travel to the NARC Conference in October to San Antonio, TX.

MOTION Duda SECOND by Lorenzen to recommend that the Board of Directors approve the NARC travel as presented. MOTION CARRIED

E. OTHER

October 4th will be MAPA’s annual meeting celebrating the agency’s 50th anniversary. The meeting will be held at the Livestock Exchange building in South Omaha.

F. ADJOURNMENT

The meeting adjourned at 9:10 a.m.

Metropolitan Area Planning Agency

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:

Transportation Technical Advisory Committee

- Prepared materials for and held June TTAC Meeting

MPO Quarterly Meetings

- Attended quarterly coordination meeting with Iowa DOT and Iowa Metropolitan Planning Organizations

Other Meetings

- No activity this month.

Project Review Committee

- No activity this month.

140 End Products		Schedule
01	Transportation Technical Advisory Committee (TTAC) Meetings	Monthly
02	Nebraska Department of Roads (NDOR) Statewide MPO Meeting	Quarterly and Annually
03	Iowa Department of Transportation (Iowa DOT) MPO and RPA Meeting	Quarterly
04	Travel Demand Model Meeting	As Needed
05	Regional GIS Users Group	As Needed
06	Project Review Committee	As Needed

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:

Transportation Summits and Working Groups

- No activity this month.

Project Review Committee

- No activity this month.

150 End Products		Schedule
01	Transportation Summit and Working Groups	Fall 2015, Spring 2016
02	Project Review Committee comments to State and Federal agencies	Ongoing

Technical and Policy Education (170) –

Objective:

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

Program Activity:

Technical & Policy Education Events

- No activity this month.

Related Agency Participation

- Attended NADO Transportation Conference in Denver

Certifications & Memberships

- Attended monthly PRSA training on the changing newsroom
- Attended Greater Omaha Chamber's Social Media seminar

170 End Products		Schedule
01	Technical and Policy Education Events	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 special subjects of a regional significance.

Program Activity:

- No activity this month.

180 End Products		Schedule
01	Public Events and Workshops	As Needed

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:

Board of Directors Meetings:

- Held monthly Board of Directors Meeting

Finance Committee Meetings:

- Reviewed invoices and contracts for monthly finance committee meeting

Council of Officials Meetings:

- No activity this month.

190 End Products		Schedule
01	Board of Directors Meetings	Monthly
02	Finance Committee Meetings	Monthly
03	Council of Officials Meetings	Quarterly

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

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projects like B-Cycle. Develop and maintain performance measures to track progress toward regional goals.

Program Activity:

FY 2017 TIP Administration

- Developed the final draft for review by TTAC and state agencies

FY 2018 TIP Development (TAP-C, ProSeCom)

- Finalized FY2018 Transportation Improvement Program with comments from state, local and federal partners

Traffic Data Collection & Analysis

- Worked with the City of Omaha to coordinate traffic data collection
- Coordinated with NDOR and Iowa DOT on the bi-ennial traffic report data collection

Growth Monitoring & Data Analysis

- Continued development of regional permit dataset
- Prepared for Census 2020 event to be held in July

GIS Activities & NIROC Aerial Photography

- Continued development of regional GIS database and coordination between county GIS staff

Performance Measures

- Participated in target-setting workshop with NDOR for safety performance measures
- Set FY2018 Targets for Metro’s State of Good Repair (SGR) under FTA’s Asset Management Rule

State & Local Project Assistance

- No activity this month.

410	End Products for Work Activities	Schedule
01	TIP Development and Administration (FY 2018 – 2023)	Spring 2017
02	Transportation Funding Analysis	Ongoing
03	Local / State Projects and Activities	Ongoing
04	Traffic Data Collection and Analysis	Ongoing
05	Growth Monitoring and Data Analysis	Ongoing
06	GIS Activities	Ongoing
07	NIROC Aerial Photography	Spring 2016 – Spring 2018
08	Performance Measures	Fall 2018
09	Health and Safety Activities	Ongoing
10	ProSe-Com (FY 2018 TIP)	Fall 2016 – Winter 2017

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11	TAP-C (FY 2018 TIP)	Fall 2016 – Winter 2017
12	Omaha Active Transportation Activities	Ongoing

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.

Program Activity:

2050 LRTP Development

- Continued work on the 2050 LRTP Vision Plan

Metro Travel Improvement Study

- Reviewed tech memo 2 for Phase B

LUAAM, Travel Demand Modeling & Forecasting

- No activity this month.

Bike & Pedestrian Activities

- Attended Complete Streets stakeholder and public meetings with the City of Omaha
- Worked with Metro Transit staff on developing a North Omaha Transit Center development plan
- Attended workshops on walking tours and how to use them most effectively

Heartland 2050 Coordination

- Worked with the infrastructure committee to develop a nodes and corridors white paper
- Coordinated with the City of Omaha on outreach for the Affirmatively Furthering Fair Housing

420 End Products		Schedule
01	LRTP Development and Administration (2050 LRTP)	Fall – Winter 2017 – 2018
02	Long-Range Planning Activities and Studies	Ongoing
03	Travel Demand Modeling	Ongoing
04	Population and Employment Forecasting	Ongoing
05	LUUAM	Ongoing
06	Bicycle / Pedestrian Planning Activities (Metro Bicycle Safety Education)	2016 – 2017
06	Bicycle / Pedestrian Planning Activities (Regional Bicycle / Pedestrian	Ongoing

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	Plan)	
06	Bicycle / Pedestrian Planning Activities (Multi-Modal Working Groups at Summits)	Semi-Annually
07	Passenger Rail Planning Activities	Ongoing
08	Freight and Goods Movement / Private Sector	Ongoing
09	Heartland 2050	Ongoing
10	Metro Area Travel Improvement Study (MTIS)	Ongoing
11	Sarpy County Studies	December 2017
12	Platteview Road Corridor Study Phase 2	December 2017

Public Participation Activities (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.

Program Activity:

Public Participation Plan

- Continued internal staff coordination for developing a more agency wide public participation plan

Citizens Academy

- No activity this month.

Public Engagement Activities

- Continued outreach with local partner agencies and organizations through weekly communication and updates
- Attended partner public meetings and events
- Participated in NDOR focus groups on ways to improve state - local coordination and working relationships

430 End Products		Schedule
01	Public Participation Plan (PPP) (Maintenance and Revision)	Ongoing
01	Public Participation Annual (PPP) (Annual Activities Report)	Annually
02	Public Involvement and Engagement Activities	Ongoing
03	Citizen's Academy for Omaha's Future	Semi-annually

04	Civil Rights / Title VI Plan	Ongoing
04	Civil Rights / Title VI Plan (Annual DBE Goals)	2017
05	Citizen's Advisory Committee (CAC)	Ongoing

Transit and Human Service Transportation (440) –

Objective:

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

Program Activity:

5310 & Transit Funding Administration

- Held a call for projects for remaining JARC funding

Transit Planning Activities

- Worked with Metro Transit Staff on Transit Oriented Development options for the region

Omaha BRT & Streetcar Coordination

- No activity this month.

Sarpy County Transit Study

- Continued work in Sarpy COUNTY on potential transit options between North Omaha

Coordinated Transit Plan

- Continued work with the CTC to update the CTP
- Began implementing suggestions for improvements to the CTC activities brainstormed in the CTP update sessions

Mobility Coordination

- Worked with local nonprofits to connect people to transportation options

440 End Products		Schedule
01	Transit Planning Activities	Ongoing
02	Coordinated Transit Committee (CTC)	Ongoing
03	Sections 5310 and 5307 Funding	Ongoing
04	Mobility Coordination	Ongoing
05	Central Omaha Bus Rapid Transit (BRT) / Urban Circulator	Fall 2018
11	Sarpy County Transit Study	June 2017

Air Quality / Environmental (450) –

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Objective:

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

Program Activity:

Electric Vehicles Coordination & CMAQ Grant

- Worked with the City of Omaha to finalize a response to the NDOR tentative approval of the EV CMAQ grant
- Coordinated with NCEA and UNL on ongoing statewide efforts for EV infrastructure

Omaha Bike Share CMAQ Grant

- No activity this month.

Little Steps, Big Impact CMAQ Grant

- Coordinated campaign project meetings
- Developed testimonial videos with users of active transportation for LSBI Facebook and Twitter pages
- Began next phases of social media and paid advertising campaign

Rideshare & Travel Demand Management

- Worked with NDOR to promote the launch of the Nebraska statewide vanpooling network
- Coordinated with IDOT to expand Iowa’s rideshare program in Council Bluffs to Omaha

450	End Products	Schedule
01	Rideshare / Travel Demand Management (Website Administration)	Ongoing
02	Air Quality Activities (Little Steps. Big Impact)	2016 – 2017
02	Air Quality Activities (Alternative Fuel Education)	Ongoing
02	Air Quality Activities (Summit / Working Groups)	Annually
03	NCEA / Iowa Efforts (Electric Vehicle Infrastructure Grants)	2016 – 2017

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:

Transportation Forums & Committees

- RPA 18 PC/TAC meeting on June 7, 2017

FY2017 Transportation Improvement Program

Commented [1]: +mroth@mapacog.org Were there any activities for RPA in June?
Assigned to Matthew Roth

Commented [2]: Yes, I worked on State Trails applications and REAP applications for Underwood and Mills County Trails. We also work on finalizing the TIP and had one PC/TAC meeting for RPA 18.

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- TIP Amendments for Avoca and Harlan Harlan

FY2018 Transportation Improvement Program

- Collected information and created DRAFT FY2018 TIP

Transportation Planning Work Program

- No activity this month.

Passenger Transportation Plan (PTP) Development

- No activity this month.

Pottawattamie County Transportation Plan

- No activity this month.

460	End Products	Schedule
461	Transportation Forums/Committee Administration	Ongoing
462	Transportation Planning Work Program	Spring 2017
463	Regional Transportation Improvement Program (RTIP) / Short Range Planning	Spring 2017
464	Long Range Transportation Plan (LRTP) / Long Range Planning	Ongoing
465	Public Participation Plan (PPP) and Activities	Ongoing
466	Human Services Transportation Coordination	Ongoing
467	RPA Technical & Policy Education	Ongoing
468	RPA Related Association Participation	Ongoing
469	Pottawattamie County Transportation Plan	Winter 2016

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.

Program Activity:

Metro Area Motorist Assist Program

- Sent out invitation for 2017 Motorist Assist Recognition Dinner to recognize volunteers.

Traffic Incident Management Coordination

- Attended TIM training session with local news media

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470 End Products		Schedule
01	CMP	2016 – 2017
01	CMP (Summit / Working Groups)	Annually
02	TIM / MAMA / Plan Update	Ongoing / 2017
03	Regional ITS Architecture	Ongoing
04	Safety / Security Planning	Ongoing
04	Safety / Security Planning (Summit / Working Groups)	Annually
05	Traffic Signals / Technology	Annually

Community Development Assistance (710) –	
Objective: To provide technical assistance to jurisdictions in identifying community development needs and the resources to meet those needs.	
Function	
21	Jurisdictional Visits
	Visited Cities of Blair, Emerson, Herman, Hastings, Kennard, Malvern, Pacific Junction, and Washington.
22	Local Planning Assistance
	Mills County Comp Plan (16JEOO01) – Met with Planning and Zoning Commission and Community Advisory Committee to review 90% completed plan; made necessary edits to plan and future land use map based on input received. Final plan anticipated to be approved in August.
	Treynor Comprehensive Plan (17TREY01) – Met with Planning Commission to review 90% completed plan.
	Mills County Hazard Mitigation Plan (17MILL02) – Submitted preliminary project schedule to County Emergency Management Coordinator.

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23	Local Management Assistance
	Assisted Sarpy County verify business job creation and maintenance for previous CDBG-Economic Development project.
	Prepared semi-annual CDBG Program Income Report on behalf of City of Blair. Prepared semi-annual NDO Revolving Loan Fund Report.
24	Grant Writing Assistance
	Discuss with Carson about a possible regional DTR application with Macedonia.
	Write NIFA grant for the Village of Herman and started on Herman’s CDBG application for planning.
	Completed State Recreational Trail applications for Mills County and Underwood.
25	Grant Management
	Mills County CDBG-NDR (17MILL01) – Participated in quarterly watershed meeting in Oakland. Prepared and submitted quarterly project status and budget reports to IEDA. Reviewed and provided feedback on contract for watershed management coordinator.
	Walnut CDBG Water/Sewer Administration (17WALT01) – Selected and verified appropriate wage determination for project construction.
	CITIES Grant Administration (15POTT01 & 16POTT03) – Submitted disbursement request for Walnut downtown facade project.
	CITIES Grant Administration (17POTT01) - Prepared contract cover plate and scope of services. Prepared tentative agenda for quarterly CITIES Organization Meeting.
	Walnut CDBG Administration (15WALT01) - Reviewed Wage reports, review and submit draws, update project file
	JLUS Implementation (16JLUS01) – Prepared for and had PC/TAC policy committee meeting. Review Sarpy county comp plan. Met with Offut and City of Bellevue over Critical Parcel Map

	Gretna DTR Phase 1 (17GRTN01) – Attended Visual Preference Open House, complete semiannual report.
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Economic Development Assistance (720) –

Objective: To provide technical assistance to jurisdictions to identify economic development needs and the resources to meet those needs.	
Function	
21	Economic Development (16EDAA01)
	Prepared and submitted annual CEDS update and EDD progress report to EDA.
	Met with EDA Regional Director to discuss MAPA services and potential projects.
	Met with Greater Omaha Economic Development Partnership and local business to discuss financing for proposed expansion.
22	Housing Activities (16NDED01)
	Participated in Blair Housing Task Force meeting.

Heartland 2050 Regional Vision (730) –

Objective: To oversee the Heartland 2050 Regional Vision project, moving the work forward through implementation of the Action Plan by convening and collaborating with work groups, with priority on activities pertaining to Close the Gap (CTG). (The CTG initiative is an integrated approach to land use and transit that concentrates growth based on existing development in the region.)

Function	Monthly Activity
01	Program Administration <ul style="list-style-type: none"> ● Submitted City of Omaha Omaha Community Services Application ● Various Fund/Development Meetings ● Smart Cities Lab Due Diligence ● Final review and edits on website update
02	Public Outreach <ul style="list-style-type: none"> ● Walking Audit Training

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	<ul style="list-style-type: none"> Coordinated One Million Cups presentation Regional Equity Profile Presentation to Omaha by Design
03	Committee Meetings <ul style="list-style-type: none"> Rural Marketing Taskforce Multiple Affirmatively Furthering Fair Housing Stakeholder Meetings Natural Resources Work Group Champions Meeting Fair Housing Assessment Coordination Meeting Close the Gap Workgroup Meeting
05	Iowa Public Outreach <ul style="list-style-type: none"> No activity this month.
06	Speaker Series <ul style="list-style-type: none"> No activity this month.
07	Summits <ul style="list-style-type: none"> Secured speaker and set date 9/27/17 Venue research

Publications (810) –

Objective:

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

Program Activity:

- Created Save-the-Date postcard for MAPA Annual Meeting
- Created and published May/June edition of What’s Happening newsletter
- Made final edits to Omaha metro area bike map
- Created graphics for TIP document

810 End Products		Schedule
01	Newsletter	Bi-monthly
02	Annual Report	October 2017
03	Regional Officials Directory (Update)	Spring 2018
04	Product Development	Ongoing

Public Information and Communications (840) –

Objective:

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

Program Activity:

Commented [3]: +scutsforth@mapacog.org Sue do you have any activities in 840 for June? _Assigned to Sue Cutsforth_

Commented [4]: They are listed under Program Activity.

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- Set up interview with MAPA staff for Lincoln Journal-Star story on Nebraska vanpool program
- Began creating social media calendar for MAPA Facebook and Twitter pages

840 End Products		Schedule
01	Transportation Information	Ongoing
02	Libraries	Ongoing
03	Website and Social Media	Ongoing

Transportation Program Administration (940) –

Objective:

Provide for efficient administration of MAPA’s Transportation programs.

Program Activity:

Contracts:

- Prepared contracts for pass through to MAPA’s membership:
 - Douglas County GIS - \$61,500
 - Omaha Planning - \$55,000
 - Omaha Public Works - \$63,000
 - Sarpy County - \$80,000
 - Pottawattamie County - \$30,000
 - Papio-Missouri River NRD - \$8,000
 - Metro Transit - \$80,000

Management:

- No activity this month.

940 End Products		Schedule
01	Program Administration	Ongoing
02	Contracts	Ongoing
03	Unified Planning Work Program (UPWP)	Ongoing
04	Agreements	Ongoing
05	Certification Review Action Plan	Ongoing

Employee Benefit Administration (970) –

Objective:

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

Program Activity:

- Held open enrollment for dental and vision plans.

Fiscal Management (980) –

Objective:

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

Program Activity:

- Amended Steve Jensen Agreement for additional time
- Prepared agreement for Pottawattamie County Cities Administration
- Completed a market analysis of staff salaries

General Administration (990) –

Objective:

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

Program Activity:

- Negotiated month to month lease with Metro Transit
- Solicited bids for office space planning
- Began revision of the MAPA Foundation By Laws
- Updated MAPA's vehicle policy

METROPOLITAN AREA PLANNING AGENCY
2222 Cuming Street
Omaha, Nebraska 68102

Subcontractor's Payment Authorization

Contractor: Pottawattamie County GIS

Project Title: Annual GIS Services

Contract Approved by Board of Directors: May 26, 2016

In the amount of \$ 35,000 Federal; \$15,050 Match

Final Payment

1. Computation of Payment

Bill to Date	<u>\$35,000.00</u>
Less Previous Payments	<u>\$16,125.89</u>
Payment Due this Date	<u>\$18,874.11</u>

2. Payment Approved

RECOMMENDED PAYMENT BY:

Project Coordinator

Executive Director

Payment approved by Finance Committee

Treasurer / Finance Committee Member

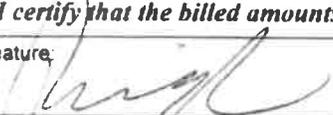
Payment approved by Board of Directors

MAPA Board of Directors Chair / Member

Cost Breakdown Form for Actual Cost Plus Fixed Fee Agreements

Company Name:	Pottawattamie County
Address:	227 S 6 th St, Council Bluffs, IA 51501
Employer (FEIN) No.:	42-6004433
Project No.:	17904101501
Project Location:	xxxxxxx
Control No.:	xxxxxxx
Agreement No.:	xxxxxxx
Invoice No. and Date:	20170630 & June 30, 2017
Progress Report Date:	June 30, 2017
% Work Completed:	100.00
Current Billing Period:	1/1/2017 - 6/30/2017

	Limiting Max. Amount \$35,000.00	Fixed Fee for Profit	Total Contract Amount \$35,000.00
Actual Cost plus Fixed Fee Amount >	Amount		
	This Period	Previously Billed	To Date
Direct Labor	\$18,874.11	\$16,125.89	\$35,000.00
Overhead @ % of Direct Labor	\$0.00		\$0.00
Fixed Fee = % of Labor and Overhead	\$0.00		\$0.00
FCCM @ % of Direct Labor	\$0.00		\$0.00
Direct Non-Labor Costs			\$0.00
Indirect Costs			\$0.00
Outside Services (Subconsultants)			
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Subtotal – Outside Services	\$0.00	\$0.00	\$0.00
Total Amount Due >	\$18,874.11	\$16,125.89	\$35,000.00

I certify that the billed amounts are actual and in agreement with the contract terms.		Balance:	\$0.00
Signature: 	Title: Chief Information Officer	Date: 6/30/2017	

Progress Report Form

Work Completed for Current Billing Period:

- Road Centerline Edits
- Road Right-of-Way Edits
- Land Records Edits (see table below)
- Section Corner Edits: visit http://gis.pottcounty-ia.gov/Html5Viewer_2_6_1/Index.html?viewer=Section%20Corners
- Zoning Edits
- Basemap Edits
- Website Maintenance both public facing (<http://gis.pottcounty-ia.gov>) and internal Secondary Roads site

Month	New or Modified Parcels	Surveys	Subdivisions
Jan-17	14	9	0
Feb-17	5	6	1
Mar-17	6	9	0
Apr-17	8	15	1
May-17	14	13	1

Anticipated Work for Next Billing Period: The same or similar

Information Needed from MAPA/IDOT: None anticipated

Percent of Work Completed to Date: 100.00%

Outstanding Issues: None

Billing Period

January 1, 2017 - June 30, 2017

Total Requested this Period: \$18,874.11

Description	Employee	Hours Worked	Hourly Rate	Calculated Total	Requested Amount	In-Kind Match (30%)
Project A: Data Maintenance	Employee 1	177	\$41.24	\$7,299.48	\$5,109.64	\$2,189.84
	Employee 2	333.5	\$26.89	\$8,967.82	\$6,277.47	\$2,690.34
Project B: Website Maintenance	Employee 1	17	\$41.24	\$701.08	\$490.76	\$210.32
	Employee 2	192	\$26.89	\$5,162.88	\$3,614.02	\$1,548.86
Fringe Benefits	Employee 1	194	\$14.73	\$2,857.62	\$2,000.33	\$857.29
Fringe Benefits	Employee 2	525.5	\$7.84	\$4,118.24	\$2,882.77	\$1,235.47
				\$29,107.12	\$20,374.98	\$8,732.14
				To-Date Received: \$ 16,125.89		
				Balance available for disbursement: \$ 18,874.11		

Name	Salary	Fringe Benefits				Fringe Benefits
		Medical Insurance	Dental Insurance	FICA	Pension	per hour
Employee 1	\$ 86,109.12	\$ 15,788.40	\$ 680.76	\$ 6,587.35	\$ 7,689.54	\$ 14.73
Employee 2	\$ 56,146.32	\$ 6,795.36	\$ 258.84	\$ 4,295.19	\$ 5,013.87	\$ 7.84

Note: Longevity pay is built into the hourly rate and has been paid to the employee this quarter.

MAPA CONTRACT COVER PLATE
(Amendment 3)

CONTRACT IDENTIFICATION

1. Contract Parties: 596-900 MAPA-Live Well Omaha
2. Project Number and Title: ENH-28(111) Metro Omaha Bicycle Safety Education
3. Effective Date: September 1, 2012
4. Completion Date: December 31, 2017

CONTRACT PARTIES

5. Planning Agency: Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102
6. Contractor: Live Well Omaha
PO Box 31518
Omaha, NE 68131

ACCOUNTING DATA

7. Contract – not to exceed \$146,562 NDOR Transportation Enhancement Funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$36,641 in local matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AMENDMENT TO THE AGREEMENT BETWEEN
THE OMAHA-COUNCIL BLUFFS METROPOLITAN AREA PLANNING AGENCY
AND
LIVE WELL OMAHA

This amendatory agreement made and entered into as of this twenty-seventh day of July, 2017 by and between Live Well Omaha, PO Box 31518, Omaha, Nebraska 68131 (herein called the "Contractor") 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 Contractor entered into an agreement dated June 1, 2012 and,

WHEREAS, the parties to that Amendment now desire to amend the Compensation paragraph on page 3 of said Agreement and contract amount as specified in item 7 on the Contract Cover Plate of said Agreement.

WHEREAS, the parties hereto do mutually agree as follows:

THAT, the Compensation paragraph on page 3 of said Agreement dated June 1, 2012 be and is hereby amended to read as follows:

"6. Compensation. The Planning Agency agrees to pay for the services rendered by the Contractor under the terms of this Agreement, compensation on a cost reimbursement basis for costs incurred and to include direct costs not to exceed one hundred forty-six thousand five hundred sixty-two dollars (\$146,562). The Contractor agrees to match the federal dollars with thirty-six thousand six hundred forty-one dollars (\$36,641) in qualifying non-federal funding.

- 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 Contractor'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.

Contractor 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.

THAT, the contract amount, item 7 on the Contract Cover plate of said Agreement dated June 1, 2012 be and is hereby amended to read as follows:

“7. Contract – not to exceed \$146,562 NDOR Transportation Enhancement Funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$36,641 in local matching funds.”

The parties hereto further agree that except as herein expressly provided the Agreement entered into by the parties on June 1, 2012 shall be unchanged and remain in full force and effect.

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

LIVE WELL OMAHA

Attest: _____ Date _____ By _____ Date: _____

Title

OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ Date _____ By _____ Date: _____
Chairman, Board of Directors

June 22, 2017

Board of Directors
Executive Director
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102

Attention: Gregory Youell



The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the financial statements of the Metropolitan Area Planning Agency (“MAPA”), which comprise governmental activities, business-type activities, each major fund, and aggregate remaining fund information as of and for the year-ended June 30, 2017 which collectively comprise the basic financial statements. We will also perform the audit of MAPA in order to report on whether required supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements.

We will also perform the audit of MAPA as of June 30, 2017, so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); “Government Auditing Standards” issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget’s (OMB) Compliance Supplement. Those standards, circulars, or supplements require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor’s judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Our audit approach places a strong emphasis on obtaining an understanding of how MAPA functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of your business. The development of a specific audit plan will begin by performing inquiries of the board of directors and management to obtain an understanding of MAPA's business objectives, strategies, risks, and performance.

We apply the concept of materiality both in planning and performing the audit, evaluating the effect of identified misstatements on the audit, and the effect of uncorrected misstatements, if any, on the financial statements, in forming the opinion in our report on the financial statements, and in determining or reporting in accordance with Government Auditing Standards and other compliance reporting requirements. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform the board of directors and management of all individual unrecorded misstatements aggregated by us in connection with our evaluation of our audit test results.

Additionally, the board of directors' insights may assist us in understanding MAPA and its environment, in identifying appropriate sources of audit evidence, and in providing information about specific transactions or events. We will discuss with the board of directors its oversight of the effectiveness of internal control and any areas where the board of directors may request additional procedures to be undertaken.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

In making our risk assessments, we consider internal control relevant to MAPA's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the board of directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, (b) any instances of noncompliance with laws and regulations, illegal acts, or abuse that we become aware of during the audit (unless they are clearly inconsequential), (c) any disagreements with management or other serious difficulties encountered in performing the audit, and (d) other matters arising from the audit that are, in our

professional judgment, significant and relevant to the board of directors in its oversight of the financial reporting process.

The funds that you have told us are maintained by MAPA and that are to be included as part of our audit is listed here.

- General Fund
- Special Revenue Funds
- Proprietary Fund
- Fiduciary Fund

Our report(s) on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and circulars identified above. Our report(s) on compliance matters will address material errors, fraud, abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts, and any state or federal grant, entitlement, or loan program questioned costs of which we become aware, consistent with requirements of the standards and circulars identified above.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our Firm and its personnel comply with applicable professional independence standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. In addition, our policies restrict certain non-audit services that may be provided by Hamilton Associates, P.C. and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
- c. For establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
- d. For (a) making us aware of significant vendor relationships where the vendor is responsible for program compliance, (b) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings, and a corrective action plan, and (c) report distribution including submitting the reporting package(s); and
- e. To provide us with:

- (1) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
- (2) Additional information that we may request from management for the purpose of the audit;
- (3) Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
- (4) When applicable, a summary schedule of prior audit findings for inclusion in the single audit reporting package; and
- (5) If applicable, responses to any findings reported on the schedule of findings and questioned costs.

As part of our audit process, we will request from management and when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit including among other items:

- a. That management has fulfilled its responsibilities as set out in the terms of this letter; and
- b. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that MAPA complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud or abuse, and for informing us about all known or suspected fraud or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud or abuse or suspected fraud or abuse affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

Management is responsible for the preparation of the required supplementary information and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America, Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and statutory requirements of the State of Nebraska. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and that indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The board of directors is responsible for informing us of its views about the risks of fraud or abuse within the entity, and its knowledge of any fraud or abuse or suspected fraud or abuse affecting the entity. Additionally, we expect that the board of directors will timely communicate with us any matters it considers relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing, and extent of audit procedures, or suspicions or detections of fraud or abuse.

Because Hamilton Associates, P.C. will rely on MAPA and its management and board of directors to discharge the foregoing responsibilities, MAPA holds harmless and releases Hamilton Associates, P.C., its partners, and employees from all claims, liabilities, losses, and costs arising in circumstances where there has been a knowing misrepresentation by a member of MAPA's management which has caused, in any respect, Hamilton Associates, P.C.'s breach of contract or negligence. This provision shall survive the termination of this arrangement for services.

MAPA'S Records and Assistance

If circumstances arise relating to the condition of MAPA's records, the availability of appropriate audit evidence, or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion, issue a report, or withdraw from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in MAPA's books and records. MAPA will determine that all such data, if necessary, will be so reflected. Accordingly, MAPA will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by MAPA personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Melissa Engel, Administrative Services Director. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

In connection with our audit, you may request us to perform certain nonaudit services necessary for the preparation of the draft financial statements. The independence standards of the "Government Auditing Standards" issued by the Comptroller General of the United States, GAS, require that the auditor maintain independence so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to MAPA, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed. MAPA has agreed that Melissa Engel, Administrative Services Director possesses suitable skill, knowledge, or experience and that the individual understands any possible services to be performed sufficiently to oversee them. Accordingly, the management of MAPA agrees to the following:

1. MAPA has designated Melissa Engel a senior member of management, who possesses suitable skill, knowledge, and experience to oversee any nonaudit services.
2. Melissa Engel will assume all management responsibilities for subject matter and scope of any possible nonaudit services.
3. MAPA will evaluate the adequacy and results of possible services performed.
4. MAPA accepts responsibility for the results and ultimate use of possible services.

GAS further requires we establish an understanding with the management and those charged with governance of MAPA of the objectives of nonaudit services, the services to be performed, the entity's

acceptance of its responsibilities, the auditor's responsibilities, and any limitations of the nonaudit services. We believe this letter documents that understanding.

Other Relevant Information

In accordance with Government Auditing Standards, a copy of our most recent peer review report is enclosed, for your information.

Fees, Costs, and Access to Workpapers

Our fees for the audit and accounting services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, plus direct expenses. Our fees for the services described in this letter will not exceed \$10,800. Our fee estimate and completion of our work is based upon the following criteria:

- a. Anticipated cooperation from MAPA personnel
- b. Timely responses to our inquiries
- c. Timely completion and delivery of client assistance requests
- d. Timely communication of all significant accounting and financial reporting matters
- e. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, MAPA agrees it will compensate Hamilton Associates, P.C. for any additional costs incurred as a result of MAPA's employment of a partner or professional employee of Hamilton Associates, P.C.

In the event we are requested or authorized by MAPA or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for MAPA, MAPA will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of Hamilton Associates, P.C. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of Hamilton Associates, P.C. audit personnel and at a location designated by our Firm.

Claim Resolution

MAPA and Hamilton Associates, P.C. agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by Hamilton

Associates, P.C. or the date of this arrangement letter if no report has been issued. MAPA waives any claim for punitive damages. Hamilton Associates, P.C.'s liability for all claims, damages and costs of MAPA arising from this engagement is limited to the amount of fees paid by MAPA to Hamilton Associates, P.C. for the services rendered under this arrangement letter.

If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

Reporting

We will issue a written report upon completion of our audit of MAPA's financial statements. Our report will be addressed to the board of directors of MAPA. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on MAPA's financial statements, we will also issue the following types of reports:

- A report on the fairness of the presentation of MAPA's schedule of expenditures of federal awards for the year ending June 30, 2017.
- A report which disclaims an opinion on management's discussion and analysis for the year ending June 30, 2017.
- A report which disclaims an opinion on MAPA's comparison of revenues, expenditures and changes in fund balances – general fund for the year ending June 30, 2017.
- A report on the fairness of the presentation of MAPA's schedule of State of Iowa financial assistance for the year ending June 30, 2017.
- Reports on internal control related to the financial statements, and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal controls.
- Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program.
- A schedule of findings and questioned costs.

This letter constitutes the complete and exclusive statement of agreement between Hamilton Associates, P.C. and MAPA, superseding all proposals, oral or written, and all other communications, with respect to the terms of the engagement between the parties.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

Hamilton Associates, P.C.

A handwritten signature in black ink, appearing to read "Paul E. Hamilton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Paul Hamilton, CPA

Confirmed on behalf of Metropolitan Area Planning Agency:

Board Member

Executive Director



MARTENS & COMPANY, CPA, LLP

CERTIFIED PUBLIC ACCOUNTANTS
4949 Pleasant Street, Suite 104
West Des Moines, Iowa 50266

(515)-223-4841
FAX: (515)-223-0851

System Review Report

November 4, 2015

To The Shareholder
Hamilton Associates, P.C.
and the Peer Review Committee of the Illinois CPA Society

We have reviewed the system of quality control for the accounting and auditing practice of Hamilton Associates, P.C. in effect for the year ended March 31, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/summary.

As required by the standards, engagements selected for review included an engagement performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion the system of quality control for the accounting and auditing practice of Hamilton Associates, P.C. in effect for the year ended March 31, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Hamilton Associates, P.C. has received a peer review rating of *pass*.

Martens & Company, CPA, LLP

Martens & Company, CPA, LLP



AICPA Peer Review Program
Administered in Illinois by the
Illinois CPA Society



ILLINOIS CPA SOCIETY
Illinois Peer Review Program
Administered in Illinois by the
Illinois CPA Society



ISCPA
Iowa Peer Review Program
Administered in Illinois by the
Illinois CPA Society

February 25, 2016

Paul E Hamilton
Hamilton Associates, P. C.
20 Pearl St
Council Bluffs, IA 51503

Dear Mr. Hamilton:

It is my pleasure to notify you that on February 25, 2016 the Illinois Peer Review Report Acceptance Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is September 30, 2018. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Paul Pierson, CPA
Director, Professional Standards and Peer Review
piersonp@icpas.org 312 517-7610

cc: Richard D Atterbury

Firm Number: 10105446

Review Number 373554

MAPA TRAVEL AUTHORIZATION FORM

Project : _____ Date of Travel : Oct. 22-25, 2017

Request for Travel To: San Antonio, TX and return.

Purpose: NARC Executive Directors Conference and Board Retreat

Persons Traveling: Youell (Oct. 22-24), Vinton & Sanders (Oct. 24-25)

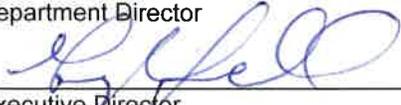
Submitted by: _____ Date Submitted: _____

Special Request

Request Prepaid Registration
(20 days prior notification)

Purchase Order Attached
if Separate Check Required

Date Approved: _____ by _____
Department Director

Date Approved: 7-13-17 by 
Executive Director

Date Approved: _____ by _____
Finance Committee Chair / Member (if amount is over \$1000)

Date Approved: _____ by _____
Board of Directors Chair / Member (if amount is over \$2000)

- 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.



Metropolitan Area Planning Agency FY2017-2022 Transportation Improvement Program

Revision Summary - Amendment 7

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22438	132nd Street Adaptive Traffic Signal Control	Omaha	\$85,875 of HSIP is programmed in FY2017 for PE-NEPA-FD

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22449	144th Street Adaptive Traffic Signal Control	Omaha	\$98,143 of HSIP is programmed in FY2017 for PE-NEPA-FD

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
IA-35680	East Beltway: Stevens Road - East Segment	Council Bluffs	The project location is updated to read, "In the City of Council Bluffs, Cedar Lane, beginning 900 feet west of Eastern Hills Drive, thence west 2200 feet, thence 2300 feet southwest on new alignment to State Orchard Road"

<u>Control #</u>	<u>Project Name</u>	<u>Lead Agency</u>	<u>Revision Note</u>
NE-22547	Metro Travel Improvement Study		\$900,000 of STBG-MAPA and \$540,000 of STBG-State are programmed in FY2017 for PE-NEPA-FD

TIP ID		Project Name			
2016-046		132nd Street Adaptive Traffic Signal Control			
Control Number					
NE-22438					
Lead Agency	Omaha	Project Type	ITS/Signalization		
County	Douglas	Length (mi)	0.00	Total Project Cost*	\$1,715.48

Location
 On 132nd Street from the Jewish Community Center to Cuming Street

Description
 Installation of Adaptive Traffic Signal Control System on seven (7) traffic signals in 132nd Street Corridor

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	HSIP	\$95.42	\$85.88	\$0.00	\$9.54
2018	UTIL-CON-CE	HSIP	\$857.74	\$771.97	\$0.00	\$85.77

* Amounts in thousands of U.S. dollars

Revision History

7/27/2017

\$85,875 of HSIP is programmed in FY2017 for PE-NEPA-FD

Amendment 7



TIP ID		Project Name	
2016-048		144th Street Adaptive Traffic Signal Control	
Control Number			
NE-22449			
Lead Agency	Omaha	Project Type	ITS/Signalization
County	Douglas	Length (mi)	0.00
		Total Project Cost*	\$2,244.62
Location			
On 144th Street from Arbor to "F" Street, West Center Road from 140th Street/Oak View Drive to 148th Street, and on O			
Description			
Installation of Adaptive Traffic Signal Control System in and around Oak View Mall area			

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	HSIP	\$109.05	\$98.14	\$0.00	\$10.91
2018	UTIL-CON-CE	HSIP	\$1,122.31	\$1,010.08	\$0.00	\$112.23

* Amounts in thousands of U.S. dollars

Revision History

7/27/2017

\$98,143 of HSIP is programmed in FY2017 for PE-NEPA-FD

Amendment 7



TIP ID	Project Name		
2017-013	East Beltway: Stevens Road - East Segment		
Control Number			
IA-35680			
Lead Agency	Council Bluffs	Project Type	New Road
County	Pottawattamie	Length (mi)	0.00
		Total Project Cost*	\$2,880.00

Location
 In the City of Council Bluffs, Cedar Lane, beginning 900 feet west of Eastern Hills Drive, thence west 2200 feet, thence 2300

Description
 Construction of roadway on new alignment

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2016	PE-NEPA-FD	DPS	\$50.00	\$40.00	\$0.00	\$10.00
2016	ROW	DPS	\$390.00	\$312.00	\$0.00	\$78.00
2017	UTIL-CON-CE	DPS	\$2,440.00	\$1,952.00	\$0.00	\$488.00

* Amounts in thousands of U.S. dollars

Revision History

7/27/2017 **Amendment 7**
 The project location is updated to read, "In the City of Council Bluffs, Cedar Lane, beginning 900 feet west of Eastern Hills Drive, thence west 2200 feet, thence 2300 feet southwest on new alignment to State Orchard Road"





Metropolitan Area Planning Agency
FY2017-2022 Transportation Improvement Program

TIP ID	Project Name		
2016-050	Metro Travel Improvement Study		
Control Number			
NE-22547			
Lead Agency	Project Type	Planning	
County	Length (mi)	0.00	Total Project Cost* \$0.00

Location
 Within the MAPA TMA

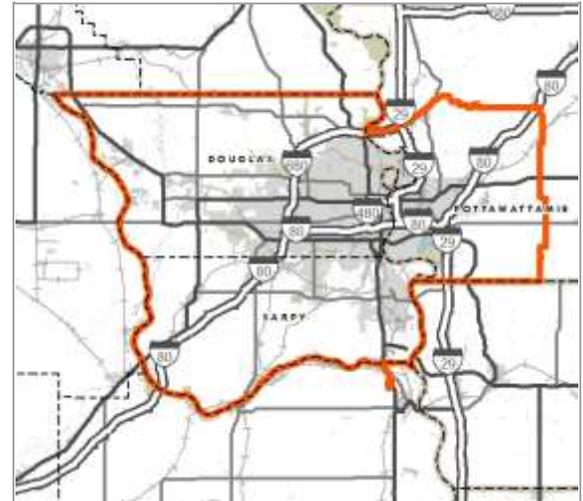
Description
 Study to comprehensively analyze and identify future improvements along the State Highway System in Douglas and Sarpy Counties and environs.

Fiscal Year	Project Phase	Funding Source	Total Funds*	Federal Funds*	State Funds*	Local Funds*
2017	PE-NEPA-FD	STBG-State	\$900.00	\$540.00	\$360.00	\$0.00
2017	PE-NEPA-FD	STBG-MAPA	\$900.00	\$900.00	\$0.00	\$0.00

* Amounts in thousands of U.S. dollars

Revision History

7/27/2017 **Amendment 7**
 \$900,000 of STBG-MAPA and \$540,000 of STBG-State are programmed in FY2017 for PE-NEPA-FD





Melissa Engel <mengel@mapacog.org>

9/1/17 BCBSNE Renewal & Medical Market Analysis

1 message

Kristin Nollett <knollett@ssgi.com>
To: "mengel@mapacog.org" <mengel@mapacog.org>
Cc: Hannah Pares <hpares@ssgi.com>

Fri, Jul 21, 2017 at 1:54 PM

Good afternoon, Melissa.

Thank you for taking the time to discuss the 9/1/17 medical renewal with me over the phone yesterday.

Attached please find the renewal we received from BCBSNE along with our Medical Market Analysis. As we discussed yesterday, BCBSNE is requesting a 5% increase this year. We have also illustrated an ACA option with BCBSNE, Gold Option 101. You will see that the ACA option only offers age banded rates and does not have the option of composite rates like you have with the current pre-ACA plan. The age banded rates are illustrated on page 2 of the analysis. The out of pocket maximum for the ACA option is quite a bit higher and the prescription drug coverage is not as rich as your current plan with BCBSNE. The ACA rates are 8.2% over your current pre-ACA plan rates.

We have also included two proposals from UnitedHealthcare (UHC). The first is a plan from UHC's AllSavers portfolio. AllSavers is UHC's alternate funding product. The alternate funding plans are self-funded plans for small employers. The AllSavers rates on page one of the analysis are quoted rates. Employees would be required to complete health applications in order to determine final rates. The second option with UHC is from their small group ACA product portfolio, Gold AM-FN Rx GS. These rates are final but are 9.1% above your current rates. The out of pocket maximum for the UHC ACA plan is also much higher than your current BCBSNE plan.

Aetna also offers an alternate funding option as well as an ACA option. Aetna declined to provide a proposal for the alternate funding option and their ACA rates are not competitive in the market.

I am looking forward to discussing in greater detail on Thursday. If you have questions or I can provide additional information in the meantime, please let me know.

Thank you and have a wonderful weekend!

Kristin Nollett, HIA

Client Relationship Manager

p: [402.964.5564](tel:402.964.5564) or [800.288.5501](tel:800.288.5501) x5564

f: [402.963.4090](tel:402.963.4090)

c: [402.208.8526](tel:402.208.8526)



Metropolitan Area Planning Agency Premium Breakdown

Renewal Date: September 1, 2017

		BlueCross/BlueShield BluePride Option 3		BlueCross/BlueShield Gold Option 101	AllSavers P5003060	UnitedHealthcare Gold AM-FN Rx GS
Calendar Year Deductible		PPO / NON-PPO		PPO / NON-PPO	PPO / NON-PPO	PPO / NON-PPO
Individual		\$500 / \$1,000		\$500 / \$1,000	\$500 / \$1,000	\$500 / \$5,000
Family		\$1,000 / \$2,000		\$1,000 / \$2,000	\$1,000 / \$2,000	\$1,000 / \$10,000
Coinsurance		80% / 60%		70% / 50%	80% / 50%	80% / 50%
Out of Pocket Maximum						
Individual		\$1,500 / \$4,500		\$5,000 / \$10,000	\$3,000 / \$6,000	\$5,000 / \$10,000
Family		\$3,000 / \$9,000		\$10,000 / \$20,000	\$6,000 / \$12,000	\$10,000 / \$20,000
Physician Office Visit (PCP)		\$25 copay / 60%		\$30 copay / 50%	\$30 copay / 50%	\$30 copay / 50%
Premium by Tier		Current	Renewal	ACA Option	UHC Alternate Funding Quoted Rates	ACA Option
Employee	11	\$593.55	\$623.20	See Age Rates	\$532.54	\$647.46
Employee & Spouse	3	\$1,246.45	\$1,308.73		\$1,118.32	\$1,294.92
Employee & Child(ren)	1	\$1,038.71	\$1,090.61		\$1,011.81	\$1,197.80
Family	4	\$1,661.93	\$1,744.97		\$1,570.98	\$1,845.26
	19					
Monthly Total		\$17,954.83	\$18,851.88	\$19,423.88	\$16,508.63	\$19,585.66
Annual Total		\$215,457.96	\$226,222.56	\$233,086.56	\$198,103.56	\$235,027.92
Percent Change from Current			5.0%	8.2%	-8.1%	9.1%

NOTES:

Final rates are subject to change based on actual enrollment and age on the effective date. For all carriers (current and bidding), an underwriting process, in accordance with State Law, must be completed to determine final rates.

*Underwriting required for final rates

Declined to Quote: Aetna AFA

Not Competitive: Aetna ACA



Metropolitan Area Planning Agency Medical Market Analysis

Renewal Date: September 1, 2017

Carrier	BlueCross/BlueShield BluePride Option 3		BlueCross/BlueShield Gold Option 101	
	PPO	Non-PPO	PPO	Non-PPO
Calendar Year Deductible	Embedded		Embedded	
Individual	\$500	\$1,000	\$500	\$1,000
Family	\$1,000	\$2,000	\$1,000	\$2,000
PPO & Non-PPO Accumulation	Combined		Separate	
Coinsurance (after deductible is met)	80%	60%	70%	50%
Out-of-Pocket Maximum				
Individual	\$1,500	\$4,500	\$5,000	\$10,000
Family	\$3,000	\$9,000	\$10,000	\$20,000
	w/ ded, coinsurance, copays for med / Rx			
Physician Office Services				
Primary Care Physician (PCP)	\$25 copay	60%	\$30 copay	50%
Specialist	\$40 copay	60%	\$60 copay	50%
Telemedicine	\$10 copay	n/a	\$10 copay	n/a
Preventive Services	100% (ded/coins waived)	60%	100% (ded/coins waived)	50%
Pediatric Vision	Not covered	Not covered	70% or 50%	50%
Pediatric Dental	Not covered	Not covered	70% - All other services 30% - Orthodontic	50% - All other services 30% - Orthodontic
Lab / X-ray Services				
Physician Office	Included in copay	60%	Included in copay	50%
Outpatient	80%	60%	70%	50%
Advanced Imaging / Major Diagnostics	80%	60%	70%	50%
Hospital Services				
Physician Charges	80%	60%	70%	50%
Facility Charges	80%	60%	70%	50%
Prescription Drugs	Generic - \$10 copay Preferred - \$30 copay Non-Preferred - \$50 copay Specialty - \$70 copay	Generic, Formulary, Non-formulary - in-network benefits + 25% Specialty - \$300 copay	Preferred In-Network* Preferred Generic - \$10 copay Generic - 50% (\$25 min/\$50 max) Preferred Brand - 30% (\$75 max) Non-Preferred Brand - 50% (\$75 min) Preferred Specialty - 40% Non-Preferred Specialty - 50% Non-Preferred In-Network* Preferred Generic - \$15 copay Generic - 50% (\$30 min/\$55 max) Preferred Brand - 30% (\$85 max) Non-Preferred Brand - 50% (\$85 min) Preferred Specialty - 40% Non-Preferred Specialty - 50%	In-Network benefits + 25% penalty
Mental/Nervous & Alcohol/Drug				
Inpatient	80%	60%	70%	50%
Outpatient - Office Services	\$25 copay	60%	\$30 copay	50%
Outpatient - All other Services	80%		70%	
Emergency Facility	\$100 copay	Valid Emergency - Same as In-Network	\$150 copay + 30%	Valid Emergency - Same as In-Network
Urgent Care Center	\$40 copay	60%	\$60 copay	50%

*Preferred In-Network: Hy-Vee, Walgreens, Wal-Mart
Out-of-Network: CVS/Target



**Metropolitan Area Planning Agency
Medical Market Analysis**

Renewal Date: September 1, 2017

Carrier	AllSavers P5003060	
	PPO	Non-PPO
Calendar Year Deductible	Embedded	
Individual	\$500	\$1,000
Family	\$1,000	\$2,000
PPO & Non-PPO Accumulation	Separate	
Coinsurance (after deductible is met)	80%	50%
Out-of-Pocket Maximum		
Individual	\$3,000	\$6,000
Family	\$6,000	\$12,000
	w/ ded, coinsurance, copays for med / Rx	
Physician Office Services		
Primary Care Physician (PCP)	\$30 copay	50%
Specialist	\$60 copay	50%
Telemedicine	\$0 copay*	n/a
Preventive Services	100% (ded/coins waived)	50%
Pediatric Vision	Not covered	Not covered
Pediatric Dental	Not covered	Not covered
Lab / X-ray Services		
Physician Office	Included in copay	50%
Outpatient	80%	50%
Advanced Imaging / Major Diagnostics	80%	50%
Hospital Services		
Physician Charges	80%	50%
Facility Charges	80%	50%
Prescription Drugs	Tier 1 - \$10 copay Tier 2 - \$35 copay Tier 3 - \$60 copay Tier 4 - \$200 copay	
Mental/Nervous & Alcohol/Drug		
Inpatient	Physician: \$60 copay Facility: 80%	50%
Outpatient - Office Services	Physician: \$60 copay	50%
Outpatient - All other Services	Facility: 80%	
Emergency Facility	\$300 copay	Valid Emergency - Same as In-Network
Urgent Care Center	Physician: \$60 copay Facility: \$100 copay	50%

* Telemedicine - HealthiestYou

This schedule is provided for convenience in comparing proposed coverage.
In the event of inconsistency between the schedule and the policy, the policy governs.

MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Heartland Family Service – JARC NE 37-x008-04
2. Project Title: 180222002 Ways to Work Operations
3. Effective Date: July 5, 2017
4. Completion Date: September 30, 2017

CONTRACT PARTIES

5. Contractor Name and Address: Heartland Family Service
2101 South 42nd Street
Omaha, NE 68105
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$22,000 of FTA Job Access Reverse Commute (CFDA 20.516) funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$22,000 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board of Directors Approval –
9. Date of Legal Review –
10. Date of FTA Release of Funds –

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this fifth day of July, 2017, by and between Heartland Family Services, 2101 South 42nd Street, Omaha, NE 68105, herein after referred to as "the Contractor", 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.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain transportation planning activities identified in Job Access-Reverse Commute (JARC). This Agreement shall be subject to all required provisions of FTA Project NE-37-X008-04 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area. The Contractor will operate its "Ways to Work Program".

3. SCOPE OF SERVICES

- A. The Contractor shall do, perform, and carry out the duties stated herein Exhibit B.
- B. The Contractor will cooperate with MAPA in the preparation of information and reports to meet, in a timely manner, the requirements of the FTA. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- C. The Contractor will be available to provide quarterly oral reports to the MAPA Coordinated Transportation Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide 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 30 days after the end of each quarter.

4. PERSONNEL

- A. The Contractor 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 Contractor 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 FTA. The Contactor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

5. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services. 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.

6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 5, 2017 and ending September 30, 2017.

7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) JARC funds under FTA Project NE-37-X008-04, MAPA agrees to pay for the services rendered by the Contractor 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 twenty-two thousand dollars (\$22,000.00) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of twenty-two thousand dollars (\$22,000.00). (Exhibit C)

- 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. 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 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.

8. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner in accordance with applicable provisions of 2 CFR 200.
- B. Expenditures shall be in conformance with the standards for allowability of costs and the contract cost principles and procedures set forth in 2 CFR Part 200 of the Code of Federal Regulations.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-37-X008-04.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor shall submit monthly documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A of this Agreement. Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's 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 FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from FTA Project NE-37-X008-04. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor

shall use actual labor rates for billing purposes.

- C. The Contractor shall have available a listing of all Contractor 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 Contractor, whose time is directly assignable to the FY 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 Program, date and hours worked, and title of position.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor 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 Contractor shall be made available to MAPA, and the Contractor 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 contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

11. CHANGES

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

12. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner consistent 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 2 CFR 200.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-37-x008-04.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Transit Administration

Pass-Through Grantor: Omaha-Council Bluffs Metropolitan Area Planning Agency

Program Title: Job Access-Reverse Commute

CFDA Number: 20.516

Project Number: 180222002

- E. The Contractor 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, FTA 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 FTA-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, FTA, 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 Contractor under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor 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 contract or to any benefit arising therefrom.
- B. No member, officer, or employee of MAPA or of a local governing public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

14. ASSIGNABILITY

Neither the Contractor 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. 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 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 CONTRACTOR

The Contractor 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 Contractor 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 Contractor and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under U.S.C. Job Access-Reverse Commute"

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 contract will not be copyrighted without written approval of FTA.

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 FTA. However, if FTA 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 FTA."

D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence 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. In connection with the execution of this Agreement, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- B. The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The Contractor further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Transit Administration regarding equal employment opportunity and nondiscrimination. (See Exhibit B attached and incorporated hereto by reference.)

20. DISADVANTAGED BUSINESS ENTERPRISE

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

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

The Consultant 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.

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

The Consultant 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.

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

The Consultant 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.

24. 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.

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

The Consultant 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]

26. 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.

27. 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.

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

HEARTLAND FAMILY SERVICES

Attest: _____ by _____ Date _____
Authorized Official

Title of Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

Heartland Family Service

Ways to Work

Scope of Work

Ways to Work is an asset-building and economic self-sufficiency program that works with employed credit challenged parents that do not have access to conventional financial resources. This is done through small, low interest, short-term auto loans. With a reliable vehicle to commute to work and other important appointments, one barrier to financial stability is removed. These loans provide families a helping hand-up toward a more stable financial future.

Heartland Family Service has offered this program since June, 2010. This program has provided approximately \$1,000,000 in loans in the Metro area to approximately 175 families. These loans range from \$4,000 to \$8,000 at an interest rate of 6% and a loan term of 30 to 36 months.

We anticipate providing approximately 36 loans per calendar year with approximately 75 to 100 people utilizing the financial education curriculum.

Some of the benefits experienced by people who have participated in this program are:

- 90% of all clients who have paid their loan in full have received an average of 3% increase in their credit score
- 38% of clients continued to achieve an increase in income six months after their loan was paid in full

Budget

Please see attached budget

Operations: The \$22,000 JARC request will be used for operational expenses

Local Match

The 50% required local match is from our budgeted funds, including agency fundraising and private grants.

Exhibit C - MAPA JARC Project Budget Amended

Exhibit C - Project Budget Worksheet			
Project Name: HEARTLAND FAMILY SERVICE - WAYS TO WORK			
Contact Name: Lisa Picker, Program Coordinator			
BUDGET DETAIL	TOTAL PROJECT BUDGET FEDERAL SHARE	2017 BUDGET	
		JARC FEDERAL SHARE	LOCAL MATCH
A. OPERATING EXPENSES¹			
1. Salaries and Benefits	30,720	\$ 18,700.00	\$ 12,020.00
2. Atty, Audit, Acct, POS	2,200	\$ 1,100.00	\$ 1,100.00
3. Office and Meeting Supplies	400	\$ 200.00	\$ 200.00
4. Phone & Internet	400	\$ 200.00	\$ 200.00
5. Postage & Shipping	220	\$ 120.00	\$ 100.00
6. Building and Occupancy	1,240	\$ 640.00	\$ 600.00
7. Equipment & Equip rep/rent	800	\$ 400.00	\$ 400.00
8. Advertising, Printing and Pubs	840	\$ 440.00	\$ 400.00
9. Mileage, travel, conf, auto ins.	320	\$ 200.00	\$ 120.00
10. Borrower Incentives	-	\$ -	\$ -
11. Org Dues & Misc	128	\$ -	\$ 128.00
12. Administrative Costs	6,732	\$ -	\$ 6,732.00
Operating Expenses	\$ 44,000	\$ 22,000.00	\$ 22,000.00

¹ JARC funding for **Operating Expenses** may not exceed 50% of the total cost and/or the budget.

MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Southwest Iowa Planning Council/Southwest Iowa Transit Agency
2. Project Title: 180222004 JARC NE-37-x008-04 Capital Purchase
3. Effective Date: July 5, 2017
4. Completion Date: September 30, 2017

CONTRACT PARTIES

5. Contractor Name and Address: Southwest Iowa Planning Council (SWIPCO)
1501 SW 7th St
Atlantic, Iowa 50022
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$106,000 of FTA Job Access Reverse Commute (CFDA 20.516) funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$26,500 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board of Directors Approval –
9. Date of Legal Review –
10. Date of FTA Release of Funds –

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this fifth day of July, 2017, by and between Southwest Iowa Planning Council/Southwest Iowa Transit Agency (SWIPCO/SWITA), 1501 SW 7th St, Atlantic, IA 50022, herein after referred to as "the Contractor", 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.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain transportation planning activities identified in Job Access-Reverse Commute (JARC). This Agreement shall be subject to all required provisions of FTA Project NE-37-X008-04 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area.

3. SCOPE OF SERVICES

- A. The Contractor Southwest Iowa Transit Agency (SWITA) shall purchase a 37-40 passenger ADA bus from Hoglund bus in Marshalltown, IA. This vehicle will be used to transport individuals to and from Council Bluffs, IA and South Omaha, NE to various locations in the Omaha metro area for work. Routes locations and times will be developed based on employer needs with input from the Sarpy County chamber of commerce. Transportation is estimated to begin on or around October 2017.
- B. The Contractor shall purchase the vehicle covered in this agreement following FTA procurement standards for this type of vehicle. This vehicle shall be used within the scope of work for at a minimum of five years. If the Contractor sells the vehicle or transfers ownership less than five years after the vehicle is place into service, they must report the sale to MAPA. The Contractor may be responsible for paying back a portion of this grant from the proceeds of the sale.
- C. That in operation of the Vehicle, the Contractor, shall agree to abide by all applicable federal and state regulations concerning the operation of a paratransit vehicle, as well as all terms and condition of the grant contract FTA Project NE-37-008-04.
- D. It is further understood and agreed that the Contractor shall comply with the Preventative Maintenance Policy prescribed by MAPA which is attached hereto as Exhibit B.
- E. The Contractor will cooperate with MAPA in the preparation of information and reports to meet, in a timely manner, the requirements of the FTA. MAPA will be provided a copy of data and reports

developed as a result of this Agreement.

- F. The Contractor will be available to provide quarterly oral reports to the MAPA Coordinated Transportation Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide 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 30 days after the end of each quarter.

4. PERSONNEL

- A. The Contractor 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 Contractor 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 FTA. The Contractor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

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Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services. 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.

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unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of twenty-six thousand five hundred dollars (\$26,500.00).

37-40 passenger ADA bus: \$132,500

8. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner in accordance with applicable provisions of 2 CFR 200.
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- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor 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 Contractor, whose time is directly assignable to the FY 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 Program, date and hours worked, and title of position.

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- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor 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 Contractor shall be made available to MAPA, and the Contractor 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 contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

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

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- D. If necessary, the Federal award information needed for SEFA includes:
 - Federal Grantor:** US Department of Transportation - Federal Transit Administration
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 - Program Title:** Job Access-Reverse Commute
 - CFDA Number:** 20.516
 - Project Number:** 180222004
- E. The Contractor 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, FTA 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 FTA-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, FTA, 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 Contractor under this Agreement is found to be ineligible for

reimbursement from the sponsoring federal agency, the Contractor 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 contract or to any benefit arising therefrom.
- B. No member, officer, or employee of MAPA or of a local governing public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

14. ASSIGNABILITY

Neither the Contractor 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. 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 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 CONTRACTOR

The Contractor 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 Contractor 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 Contractor and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under U.S.C. Job Access-Reverse Commute"

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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- 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 FTA. However, if FTA 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 FTA."
- D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence 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. In connection with the execution of this Agreement, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts.

Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

B. The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.

C. The Contractor further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Transit Administration regarding equal employment opportunity and nondiscrimination. (See Exhibit B attached and incorporated hereto by reference.)

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

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The Consultant 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.

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

The Consultant 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.

24. 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.

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

The Consultant 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]

26. 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.

27. 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.

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

SOUTHWEST IOWA PLANNING
COUNCIL/SOUTHWEST TRANSIT AGENCY

Attest: _____ by _____ Date _____
Authorized Official

Title of Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

Exhibit B- Preventive Maintenance Policy

The Preventive Maintenance Program for vehicles purchased with FTA 5316 funding through MAPA, is required per FTA C 5010.1D, and shall fulfill the following objectives:

- Reduce road calls
- Reduce maintenance costs
- Provide a safe, clean, attractive vehicle for passenger service
- Provide management with necessary maintenance activity information in order to manage the program
- Ensure accuracy of work order information for record keeping purposes
- Implementation of the manufacturers recommended maintenance intervals and procedures.

To achieve the aforementioned objectives the following procedures shall be adhered to:

1. Preventive Maintenance Inspections

- a. Inspections shall be performed at 5,000-mile intervals. At a minimum, inspections shall include an oil and oil filter change and inspection, service and replacement, when applicable, of the following:
 - Air Cleaner
 - Belts
 - Transmission
 - Differential
 - Windshield Washer Fluid
 - Windshield Wipers
 - Body – Corrosion, Scrapes, etc.
 - Brake Fluid
 - Tires
 - Anti-Freeze
 - Battery
 - Steering
 - Grease
 - Windows – Cracks, Pits, etc.
- b. If the Manufacturers recommended maintenance intervals and procedures require a more stringent program, those procedures shall take precedence; in any case, Preventive Maintenance Inspections for vehicles purchased with federal funding shall meet or exceed procedures described in 1. a.
- c. The determination for compliance is based on the percentage of on-time inspections. On-time is defined as not later than 10 percent (10%) of schedule or 500 miles, whichever is greater. A 5,000-mile inspection will be considered on time if it is performed any time before 5,500 miles from the previous inspection. If 80 percent or more of the inspections are performed on-time, the Contractor is compliant.

2. Reporting Procedures

- a. In January and July of each year, the Contractor shall submit Preventive Maintenance records for the previous six-month period, which document the Vehicles were maintained according to procedures described in 1.a. Submission shall be sent to the attention of:

Transportation Manger
MAPA
2222 Cuming Street
Omaha, NE 68102

- b. Submissions can be computer generated reports or copies of work orders, which clearly identify the following:
 - Vehicle
 - Date
 - Mileage
 - Work Performed

MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Metro Transit – JARC NE 37-x008-04
2. Project Title: 180222003 REMIX Software
3. Effective Date: July 5, 2017
4. Completion Date: September 30, 2017

CONTRACT PARTIES

5. Contractor Name and Address: The Transit Authority, City of Omaha
(Doing business As Metro)
2222 Cuming Street
Omaha, Nebraska 68102
6. The Planning Agency: The Omaha-Council Bluffs Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, Nebraska 68102

ACCOUNTING DATA

7. Contract -\$51,646 of FTA Job Access Reverse Commute (CFDA 20.516) funds less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted, plus \$12,912 in matching funds.

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board of Directors Approval –
9. Date of Legal Review –
10. Date of FTA Release of Funds –

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this fifth day of July, 2017, by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102, herein after referred to as "the Contractor", 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.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor agrees to undertake certain transportation planning activities identified in Job Access-Reverse Commute (JARC). This Agreement shall be subject to all required provisions of FTA Project NE-37-X008-04 attached and incorporated hereto by reference (Exhibit A).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area.

3. SCOPE OF SERVICES

- A. The Contractor shall purchase a three year license of REMIX software. The software will allow for multiple users across various departments (planning, operations, engineering, IT, etc.) to access a shared cloud-based interface that provides detailed and comprehensive information for proposed transit alignments. This information may include population density, job density, poverty rates, and other demographic information as base overlays for the Metro service area. Additional local inputs such as operational costs, Union contract parameters, stop-level ridership, and other statistics will allow for quick and accurate estimates of new transit service. This information can then be easily shared, presented, or even adjusted in real-time to help decision-makers, stakeholders, and the public better understand the implications of transit planning scenarios.
- B. The Contractor will cooperate with MAPA in the preparation of information and reports to meet, in a timely manner, the requirements of the FTA. MAPA will be provided a copy of data and reports developed as a result of this Agreement.
- C. The Contractor will be available to provide quarterly oral reports to the MAPA Coordinated Transportation Committee and the MAPA Board of Directors when necessary, and will submit written quarterly progress reports. These progress reports will provide 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 30 days after the end of each quarter.

4. PERSONNEL

- A. The Contractor 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 Contractor 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 FTA. The Contractor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

5. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services. 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.

6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 5, 2017 and ending September 30, 2017.

7. COMPENSATION

Contingent upon receipt of Federal Transit Administration (FTA) JARC funds under FTA Project NE-37-X008-04, MAPA agrees to pay for the services rendered by the Contractor 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 fifty-one thousand six hundred forty-six dollars (\$51,646.00) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of twelve thousand nine hundred twelve dollars (\$12,912.00).

REMIX 3 Year License: \$64,558

8. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner in accordance with applicable provisions of 2 CFR 200.
- B. Expenditures shall be in conformance with the standards for allowability of costs and the contract cost principles and procedures set forth in 2 CFR Part 200 of the Code of Federal Regulations.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-37-X008-04.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor shall submit monthly documented invoices of costs incurred for the work elements and work activities that were previously identified in Sections 3A of this Agreement. Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's 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 FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from FTA Project NE-37-X008-04. MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor 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 Contractor, whose time is directly assignable to the FY 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 Program, date and hours worked, and title of position.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor 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 Contractor shall be made available to MAPA, and the Contractor 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 contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

11. CHANGES

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

12. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner consistent 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 2 CFR 200.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-37-x008-04.
- D. If necessary, the Federal award information needed for SEFA includes:

Federal Grantor: US Department of Transportation - Federal Transit Administration

Pass-Through Grantor: Omaha-Council Bluffs Metropolitan Area Planning Agency

Program Title: Job Access-Reverse Commute

CFDA Number: 20.516

Project Number: 180222003

- E. The Contractor 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, FTA 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 FTA-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, FTA, 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.
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- A. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.
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The Consultant 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]

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OMAHA-COUNCIL BLUFFS METROPOLITAN
AREA PLANNING AGENCY

Attest: _____ by _____ Date _____
Chairman, Board of Directors

THE TRANSIT AUTHORITY, CITY OF OMAHA

Attest: _____ by _____ Date _____
Authorized Official

Title of Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 185022004
2. Project Number: 13th Street Walkability Study
3. Effective Date: Date of Written "Notice to Proceed"
4. Completion Date: June 30, 2018

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 \$100,000 FHWA PL Funds, plus minimum \$ 25,000 in local matching funds.
Allotted - \$100,000 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this twenty-seventh day of July, 2017 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 2018 Unified Work Program (hereinafter referred to as the "FY 2018 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 2018 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project _____ 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 2018 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The City will procure and supervise a consultant to prepare a planning study "13th Street Walkability Study". Exhibit II
- B. MAPA staff shall be represented on any stakeholder committee assigned to the study.
- C. 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.
- D. 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 2018

Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.

- E. 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.
- F. 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 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 2018 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning once written "Notice to Proceed" is issued, and ending June 30, 2018.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. _____, 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 one hundred thousand dollars (\$100,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The City agrees to contribute in cash or in services a minimum requirement of twenty-five thousand dollars (\$25,000). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit II)

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. ACCOUNTING RECORDS

- A. The City shall establish and maintain accounts for the project in a manner 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 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. _____.
- 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: 185022004

- 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.

8. 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. _____, 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 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. DRUG FREE POLICY

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

13th Street Walkability Study

Scope of Work & Budget

Project Objectives & Key Tasks

The objective of this Corridor Study is to analyze and determine how to best utilize the existing right-of-way to accommodate all users including automobiles, transit, bicycles, pedestrians, and on-street parking now and in the future. The project should result in concept plans and an implementation program. Public engagement and input will be led by public agencies and will be an essential part of the study. Key tasks include public outreach, an inventory and analysis of existing conditions, development and analysis of alternatives, and recommendations made as part of a final plan.

There are many examples of historic commercial districts in need of revitalization scattered across the region. Many of these districts experienced significant disinvestment in the mid-twentieth century as populations moved from the urban core to the formerly agricultural areas at the fringe of the city. More recently, demand for housing and commercial space has begun to shift back to the historic districts. For example, Omaha's Benson and Blackstone neighborhoods have seen tremendous redevelopment in the past five-to-ten years. In these cases, the streetscape was updated as a result of development pressure, though the configuration of elements in the right-of-way was considered for only short stretches of the street.

The proposed Study will take an alternate approach of proactively examining streetscape elements throughout an entire corridor and recommending multimodal enhancements that will serve existing users and help guide future development. It will set up a process that will be replicable supporting safer and more comfortable pedestrian mobility and opportunities for efficient infill development in similar historic commercial districts throughout the region. In this way, the Corridor Study will serve as a model for implementing a Complete Streets Policy, fulfilling a strategy described under Outcome 5.1 of H2050's Action Plan. In addition, the Study will seek to improve a primary corridor connecting Downtown Omaha to its neighbors to the south

The City of Omaha's Planning and Public Works Departments will work with MAPA to issue an RFP and hire a consultant to carry out the study. City and MAPA staff will work with the South Omaha Neighborhood Alliance on public engagement activities and develop street design alternatives. City staff will direct the consultant in completing a traffic study and determining the final recommendations. MAPA will provide staff support in the public engagement portion of this project.

The City of Omaha and MAPA will hire a consultant and work through the following tasks:

- **Public Outreach** – Will consist of assembling a stakeholder committee, holding at least two public meetings, and presenting findings to the City Council.
Existing Conditions Analysis – Will include a review of existing planning documents related to the study area, developing an inventory of data describing the existing conditions in the corridor, and analyzing vehicular traffic along with barriers to pedestrian mobility.
- **Alternatives Development and Analysis** – Will involve the development of a microsimulation of current and horizon years, the crafting of performance measures to guide analysis, creation of alternative treatments, and a feasibility evaluation of the alternatives.
- **Recommendations and Plan** – Will include recommendations in a corridor improvement plan along with cost estimates.

The study area boundary is 13th Street from Interstate 480 in the north to Interstate 80 in the south (2.25 miles) and 14th Street from Interstate 480 in the north to Leavenworth Street in the south (0.75 miles).

Deliverables

Final report of walkability study and associated data

Project Budget

Consultant Services	\$ 120,000
MAPA Engagement and Outreach Services	<u>5,000</u>
Total Project Cost	\$125,000

Funding Sources:

H2050 Mini-Grant Funding Award (STBG)	\$ 100,000
Local Financial Match	\$ 25,000

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 189027001
2. Project: City of Council Bluffs Walkability Master Plan
3. Effective Date: July 1, 2017
4. Completion Date: June 30, 2018

CONTRACT PARTIES

5. Contractor Name and Address:

City of Council Bluffs
209 Pearl 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 \$80,000 FHWA PL Funds, plus minimum \$ 20,000 in local matching funds.
Allotted - \$80,000 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this first day of July, 2017 by and between City of Council Bluffs, Iowa, 209 Pearl Street, Council Bluffs, IA 51501 (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 2018 Unified Work Program (hereinafter referred to as the "FY 2018 Program").

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

1. EMPLOYMENT OF THE CITY

The City 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 2018 Program. This Agreement shall be subject to all required provisions of the Iowa Department of Transportation ("IDOT") Agreement Project No. 19293 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 Council Bluffs, Iowa.

3. SCOPE OF SERVICES

- A. The City shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2018 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The City shall procure and supervise a consultant to perform a "Walkability Master Plan". See Exhibit II
- B. MAPA staff shall be represented on any stakeholder committee assigned to this study.
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- D. 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 2018 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.
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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 IDOT.

5. TIME OF PERFORMANCE

The City agrees to perform the services of this Agreement as outlined in the FY 2018 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning July 1, 2017, and ending June 30, 2018.

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 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 eighty thousand dollars (\$80,000) less independent audit and inspection fees, unless acceptable compliance with 2CFR 200 can be substituted. The City agrees to contribute in cash or in services a minimum requirement of twenty thousand dollars

(\$20,000). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit II)

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. ACCOUNTING RECORDS

- A. The City shall establish and maintain accounts for the project 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 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 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: 189027001

- 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, 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 City 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 City under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the City shall pay such amount back to MAPA.

8. 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 IDOT 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 IDOT under Agreement Project No. 17239, 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 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 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.

9. 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 IDOT, 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.

10. 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 IDOT, shall be incorporated in written amendments to this Agreement and duly executed by authorized officials of the Parties.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 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.

17. 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.

18. 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 ensure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement to the extent allowable by law.

19. 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.

20. 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.

21. 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.

22. DRUG FREE POLICY

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

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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 COUNCIL BLUFFS, IOWA

Attest: _____

by _____ DATE: _____
Authorized Official

Title of Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____, 20_____

Signed _____
MAPA Legal Counsel

Walkability Master Plan

Scope of Work & Project Budget

Project Objectives and Key Tasks

Staff from Planning, Public Works and Parks will be involved. The City will solicit RFQ's from design firms. Following consultant selection, staff will work with the team to complete tasks within the time line of the contract. Public input will be taken from stakeholders and interested citizens. Multiple City departments will review consultant products and proposed design elements. The final plan will be adopted by appropriate City Boards and Commissions. Project funding will be included in future budgets and capital improvement requests to support implementation of the plan. Plan document design standards will be adopted by the Public Works Department and City Planning. The plan will be shared with the public and interested stakeholders through presentations, media, websites and social media. Project phasing will be tied to funding and implementation will begin.

This Master Plan is not only important to our community but to the metro area. We have Omaha to our west and a future trail system in the county to the east. This plan must look at the big picture of how it can maximize the systems that border us. Our plan will be the hub of the larger system. The success of this plan will have an impact on the 500,000 people living in the region. Our ability to make connections with these other systems will create a walkable network beyond our corporate limits. The opportunity to partner with these stakeholders will improve the system for everyone and lead to other collaborative projects.

A consultant firm will be utilized to undertake the following key tasks:

1. The selection and concept design of transportation corridors that may uniquely be able to better accommodate walkability concepts (build on the MAPA Corridor Study/Bike and Trail routes & Jeff Speck sessions).
 - a. Study existing transportation plans and incorporate elements of the plans that benefit this objective.
 - b. Identify barriers to access/usage.
2. Selection and design of specific walkability sections that may connect entertainment, employment hub, etc.
 - a. Use creative design standards to remove barriers that limit access and usage.
 - b. Create awareness of what a walkable environment is and the benefits.
3. Identify walkable corridors that can positively impact missing sections of our recreation trail system.
 - a. Use the best practices of each existing plan to the benefit of the trail system.
 - b. Create awareness of the connected systems which enable safe, bike/ped usage.

The study area is the area of Council Bluffs bounded on the North by I-29 at N.16th Street near Big Lake Park, on the West by the Missouri River, on the South by I-29 at County Hwy 10 near Mid-American Energy Walter Scott, Jr. Energy Center, and on the East by the Council Bluffs Municipal Airport.

MAPA will facilitate public input opportunities as part of the project. The Pottawattamie County Trails Committee will participate in plan review and alignment of their plan with the Walkability Master Plan.

Additionally, the Iowa West Foundation will participate in formation of the Master Plan and potential funder to assist with implementing plan elements.

Deliverables

Final walkability master plan and associated data

Project Budget

Total Project Cost (Consultant Services)	\$ 100,000
H2050 Mini-Grant Funding Award (STBG)	\$ 80,000
Local Financial Match	\$ 20,000

MAPA
CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Parties: MAPA-Metro Transit
2. Project Title: 180227002 Transit Development Plan
3. Effective Date: Date of Written Notice to Proceed
4. Completion Date: June 30, 2018

CONTRACT PARTIES

5. Contractor Name and Address: The Transit Authority, City of Omaha
(Doing business As Metro)
2222 Cuming Street
Omaha, Nebraska 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 \$87,500 FHWA PL Funds, plus minimum \$ 21,875 in local matching funds.

Allotted - \$80,000 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

8. Date of MAPA Board of Directors Approval –
9. Date of Legal Review –
10. Date of FTA Release of Funds –

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this twenty-seventh day of July, 2017, by and between Transit Authority, City of Omaha, 2222 Cuming Street, Omaha, NE 68102, herein after referred to as "the Contractor", 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.

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

1. EMPLOYMENT OF THE CONTRACTOR

The Contractor through 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 2018 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project No. _____ attached as Exhibit I and incorporated hereto by reference. (Exhibit I).

2. AREA COVERED

The service area to be covered under this Agreement shall be the Omaha-Council Bluffs urbanized area.

3. SCOPE OF SERVICES

- A. A. The Contractor shall do, perform, and carry out the duties stated herein and in accordance with MAPA's FY 2018 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The Contractor will procure and supervise a consultant to prepare a planning study "Transit Development Plan". Exhibit II
- B. MAPA staff shall be represented on any stakeholder committee assigned to the study.
- C. 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.
- D. 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 2018 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the City.

- E. 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.
- F. 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 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 Contractor 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 Contractor 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 FTA. The Contractor must follow the federal requirements as it pertains to the procurement of goods and services. The Contractor shall provide to MAPA, as well as State and Federal Agencies, upon request proof of the procurement process.

5. RESIDENCY VERIFICATION

Each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services. 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.

6. TIME OF PERFORMANCE

The Contractor agrees to perform the services of this Agreement as stated herein, within the time of this Agreement. The agreement shall cover work performed beginning once a written notice to proceed is issued and ending June 30, 2018.

7. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement

Project No. _____, MAPA agrees to pay for the services rendered by the Contractor 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-seven thousand five hundred dollars (\$87,500) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The Contractor agrees to contribute in cash or in services a minimum requirement of twenty-one thousand eight hundred seventy-five dollars (\$21,875). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit II)

- 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 Contractor'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 Contractor'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.

Contractor 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.

8. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner in accordance with applicable provisions of 2 CFR 200.
- B. Expenditures shall be in conformance with the standards for allowability of costs and the contract cost principles and procedures set forth in 2 CFR Part 200 of the Code of Federal Regulations.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project _____.

9. SUBMISSION OF VOUCHERS/INVOICES

- A. The Contractor 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 of this Agreement. Said reports shall account for the expenditure of Federal and Contractor shares, shall indicate work program percentage completion, and shall contain a statement of the Contractor's estimate of the percentage of work completed and be signed by a responsible representative of the Contractor's 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 FTA that all requirements hereunder have been completed, which determination shall not be unreasonably withheld. Promptly after receipt of the Contractor's invoices, and following receipt of funds from Agreement Project No. _____, MAPA shall make payment thereon to the Contractor. MAPA may withhold ten percent (10%) of the total compensation pending a final audit of this Agreement.
- B. All invoices shall be taken from the books of account kept by the Contractor shall have available copies of payroll distribution, receipted bills or other documents reasonably required by MAPA. The Contractor shall use actual labor rates for billing purposes.
- C. The Contractor shall have available a listing of all Contractor 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 Contractor, whose time is directly assignable to the FY 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 Program, date and hours worked, and title of position.

10. TERMINATION OF AGREEMENT FOR CAUSE

- A. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, or refuse to accept changes required by FTA, MAPA shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor 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 Contractor shall be made available to MAPA, and the Contractor 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 contract may be terminated because of circumstances beyond the control of MAPA or the Contractor.

11. CHANGES

The Contractor or MAPA may, from time to time, request changes in the Scope of Services set forth in this Agreement to be performed by the Contractor. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between MAPA

and the Contractor, and subject to the approval of the FTA, shall be incorporated in written amendments to this Agreement.

12. ACCOUNTING RECORDS

- A. The Contractor shall establish and maintain accounts for the project in a manner consistent 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 2 CFR 200.
- C. The Contractor shall establish and maintain separate accounts for expenditures under FTA Project NE-37-x008-04.
- D. If necessary, the Federal award information needed for 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: 180227002

- E. The Contractor 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, FTA 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 FTA-MAPA audit is completed, resolved and closed.
- F. The Contractor shall at all times afford a representative of MAPA, FTA, 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 Contractor under this Agreement is found to be ineligible for reimbursement from the sponsoring federal agency, the Contractor 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 contract or to any benefit arising therefrom.
- B. No member, officer, or employee of MAPA or of a local governing public body during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

14. ASSIGNABILITY

Neither the Contractor 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. 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 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 CONTRACTOR

The Contractor 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 Contractor 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 Contractor and the following:

"The preparation of this report, document, etc. was financed in part through a Federal grant from the Department of Transportation under U.S.C. Job Access-Reverse Commute"

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 contract will not be copyrighted without written approval of FTA.
- 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 FTA. However, if FTA 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 FTA."
- D. In the event of failure of agreement between FTA and the Contractor relative to the publication of any reports during the period of the contract, each party reserves the right to publish independently, in which event the nonconcurrence 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. In connection with the execution of this Agreement, the Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- B. The Contractor agrees to comply with the requirements of Title VI of the Civil Rights Act of 1964.
- C. The Contractor further agrees to comply with any and all requirements of the U. S. Department of Transportation and the Federal Transit Administration regarding equal employment opportunity and nondiscrimination. (See Exhibit B attached and incorporated hereto by reference.)

20. DISADVANTAGED BUSINESS ENTERPRISE

In connection with the performance of this Agreement, the Contractor will cooperate with the project sponsor in meeting commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to insure that disadvantaged business enterprises shall

have the maximum practicable opportunity to compete for subcontract work under this Agreement.

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

The Consultant 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.

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

The Consultant 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.

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

The Consultant 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.

24. 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.

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

The Consultant 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]

26. 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.

27. 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.

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

THE TRANSIT AUTHORITY, CITY OF OMAHA

Attest: _____ by _____ Date _____
Authorized Official

Title of Authorized Official

APPROVED AS TO LEGAL FORM

DATE _____

Signed _____
Legal Counsel

Transit Development Plan

Scope of Work & Budget

Project Objectives and Key Tasks

This study will evaluate existing service, prioritize near-term transit projects, and identify potential capital and operational funding sources, including any necessary changes to policy, statute, or regional governance structure. With the assistance of a qualified consultant, Metro Staff will work closely with regional leadership to ensure the proposed Transit Development Plan aligns with Metro's service goals and the region's transit vision. The RTV created momentum for regional transit in 2013. Heartland 2050 clearly establishes community-wide goals that focus on transit access. MAPA's current study of transit feasibility in Sarpy County is creating a directive for the next level of transit development in our growing region. Building on the RTV as a framework, Metro needs a plan that clearly delineates how to take the steps necessary to implement this growing vision.

Metro is setting the bar for a more modern and accessible transit system through the implementation of the region's first BRT line. We need to understand the lessons learned from this process so that we can be more efficient at moving forward with the next phase of expansion. Considering the substantial momentum for transit improvements in our community, we need to develop a clear understanding of how we can meet and/or exceed the expectations of the region. The completed report will be the framework within which Metro will set service priorities between 2019 and 2025. Specifically, our are to (1) To review the alignment of our current service with the recommendations of the 2013 RTV, (2) to evaluate the function of Metro's current system; (3) to prioritize future service improvements; and (4) to give tangible options for operational and capital funding to evolve the fixed-route bus system to support the proposed improvements. A consultant will be utilized to undertake the following key tasks:

- (1) Analyzing ridership statistics including on-time performance data (including AVL and on-board customer survey data)
- (2) Reviewing development patterns, housing and job density, and home-to-work travel demand
- (3) Evaluating the impact of Heartland 2050's Close the Gap initiative on future Metro operations, and
- (4) Determining tangible financial solutions.

The following project partners will play roles in the Transit Development Plan:

- City of Omaha - Assistance with land use, development patterns, and financial opportunities
- City of Bellevue - Assistance with land use, development patterns, and financial opportunities
- Sarpy County - Assistance with land use, development patterns, and financial opportunities
- City of Council Bluffs - Assistance with land use, development patterns, and financial opportunities
- MAPA - Ongoing technical support and guidance for implementing transit vision

Deliverables

Final report of transit development plan and associated data

Project Budget

Total Project Cost (Consultant Services)	\$109,375
H2050 Mini-Grant Funding Award (STBG)	\$87,500
Local Financial Match	\$21,875

CONTRACT COVER PLATE

CONTRACT IDENTIFICATION

1. Contract Number: 186027003
2. Project: Sarpy County Arterial and Collector Road Location Study
3. Effective Date: Date of Written Notice to Proceed
4. Completion Date: June 30, 2018

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 \$30,000 FHWA PL Funds, plus minimum \$ 7,500 in local matching funds.
Allotted - \$30,000 FHWA PL Funds, CFDA Number 20.205

DATES OF SIGNING AND MAPA BOARD APPROVAL

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

AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this twenty-seventh day of July, 2017 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 2018 Unified Work Program (hereinafter referred to as the "FY 2018 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 2018 Program. This Agreement shall be subject to all required provisions of the Nebraska Department of Roads ("NDOR") Agreement Project No. _____ 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 2018 Unified Work Program for transportation planning activities for the Omaha-Council Bluffs Metropolitan Area. The City will procure and supervise a consultant to prepare a planning study "Arterial and Collector Road Location Study". Exhibit II

B. MAPA staff shall be represented on any stakeholder committee assigned to the study.

C. 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.

- D. 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 2018 Program may be documented in a single report or additional reports as is mutually agreeable to MAPA and the County.
- E. 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.
- F. 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 310 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 2018 Program and stated herein, within the time of this Agreement. The agreement shall cover work performed beginning once a written notice to proceed is issued and ending June 30, 2018.

6. COMPENSATION

Contingent upon receipt of Federal Highway Administration (FHWA) PL funds from NDOR under Agreement Project No. _____, 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 thousand dollars (\$30,000) less independent audit and inspection fees, unless acceptable compliance with 2 CFR 200 can be substituted. The County agrees to contribute in cash or in services a minimum requirement of

seven thousand five hundred dollars (\$7,500). Services shall be defined as staff time paid with non-federal dollars or equipment purchased with non-federal dollars. (Exhibit II)

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. ACCOUNTING RECORDS

- A. The County shall establish and maintain accounts for the 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 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. _____.
- 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: 186027003

- 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. _____, 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 2018 Program, shall keep and sign a time record showing the work element and work activity of the FY 2018 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

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 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.

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

Sarpy County

Project Cost and Community Contribution

Total Estimated Project Cost	\$90,000
H2050 Mini-Grant Funding Request (Consultant Services)	\$30,000
Local Financial Match	\$60,000

Staff Roles

Staff will serve as overall study project manager. In addition, staff will be responsible for the following:

1. Working with a consultant to develop/document design criteria
2. Provide base mapping and land use data (current and future).
3. Actively participate in workshops
4. Review the corridor location amendment process.
5. Engage landowners and developers to educate them on the process

Project Information

Project Name

Arterial and Collector Road Location Study

Geographic Boundaries

This is a county wide project to develop a policy for locating/modifying arterial and major collector routes as well as completing the first phase of plan development. The specific location for Phase 1 will be developed at the time of study initiation.

Project Objectives and Key Tasks

Sarpy County is an areas of the metro where there is the need for developable land outside the current city limits of Bellevue, Papillion, La Vista, and Gretna. In most areas of the county, development outside the cities will require extending the infrastructure, including a transportation network.

The proposed project would provide a forward-looking plan identifying the arterial and major collector roadway network to support and complement known and anticipated residential, commercial, industrial and public development of the area outside each of the communities. In addition, the work will also provide a process for amending the initial alignment plan to allow the concept to growth/change as development demands change.

Explain how you will take the project through implementation

A preliminary work plan from initiation to implementation has been prepared and includes the following:

Task 1 – Project Initiation: Collect mapping and datasets required for Plan development.

Task 2 – Develop the vision/Purpose and Need of the Arterial/Collector Corridor Master Plan

Task 3 – Document applicable road design criteria for each of the street/corridor types (based on functional classification and area type),

Task 4 – Develop an arterial/collector master plan alignment amendment process

Task 5 – Develop the universe of potential collector and arterial alignments

Task 6 – Screen alternatives and identify potential revisions

Task 7 – Select from the universe the technically feasible corridor alternatives

Task 8 – Document and map corridor alignments

Public engagement efforts for this study will be integrated into and frame all of the tasks

Plan Alignment

Local Plan or Local Comprehensive Plan? - Yes

Developing a comprehensive arterial and major collector plan integrates the comprehensive plan and on-going development proposals with the transportation network for communities and the rural areas of Sarpy County. These plans then integrate with the regional transportation plan and 2050 plan.

Is this project identifies within the Regional Bike Ped Plan? – No

Heartland 2050 Action Plan

Developed by the Heartland 2050 Implementation Committees, the Action Plan, lists a series of desired outcomes and the steps needed to achieve them. Please use the space below to describe how your project relates to elements of the H2050 Action Plan including the “Projects with Momentum” identified within it.

Each of the Action Plan goals use terms such as "strengthen business", "together", "health", "connected", "choice", and "efficient infrastructure investment". The proposed arterial and major collector network identification, location and amendment process embodies each of these characteristics of the Action Plan. By creating a network logical and efficient access will be provided to employment and business centers. By creating a network, there will be options to the current arterial routes that are seeing more congestion each year as the county continues to grow and enhance the economic base of the metro. By creating a complete network before growth gets to a subarea, a more efficient network can be provided, rather than trying retrofit an area following development. By creating a countywide network, connectivity and opportunity for not only Sarpy County, but the metro will result.

Thus, the proposed arterial and collector concept will support each of the five goals included in the Heartland Action Plan.

Guiding Principals

Heartland 2050's Guiding Principals were used to develop the goals, strategies, and action steps in the Action Plan. Projects must demonstrate their relationship to these principals.

Equity, Efficiency, Inclusivity, and Local Control/Regional Benefit

Equity - The primary goals of the study are development of a countywide process for locating arterial and major collector routes and establishing logical corridors throughout the county. Thus, a consistent set of parameters will be used throughout the county in identifying alignments. The consistency in route density and use of accepted engineering practices in alignments will enhance the equity of decision making.

Efficiency - Without a specific plan that allows staff (and developers) to understand where arterial and collector routes "should" be located the process of roadway planning and development process is piecemeal. A secondary result in there is almost continuous revision (some major, but most are more minor) to concepts for arterials and collectors. Developing a process of defining location, establishing corridors, and creating rules for adjusting routes, a more efficient process is provided.

Inclusivity- Routes addressed in the study incorporate all modes of travel available in the county and by having a countywide focus, all areas are considered.

Local Control/Regional Benefit - The arterial and major collector routes will almost exclusively fall under county and/or local jurisdiction responsibility. Thus, the focus is on enhancing local control through developing an organized plan for expanding routes. As many of the routes will support continuous/semi-continuous travel across the county, they will aid in maintaining the integrity of the regional network.

Employment

Future employment centers throughout the county will require extension of the arterial and major collector networks. The study will initiate/enhance the level of coordination between land use planning efforts for where employment will be located, with the infrastructure planning connecting these areas to the regional network and residential areas.

Education

There is the expectation that residential development will continue throughout the county. The added housing units is anticipated to create the need for new schools across all grades K through 12. While specific locations for all potential new facilities is not known, historically new schools have been added on the fringe of the current transportation infrastructure. By understanding where new arterials and collectors are anticipated, an enhanced level of coordination with new school sites can occur.

Health Care

A complete arterial and collector network, will provide alternates to the currently limited arterial network that is seeing increased congestion levels every year. With alternates, that can improve the continuity of the system, growth in VHT can be slowed, which can represent lower levels of congestion. Reducing the level of congestion will positively impact emissions, which will provide a health benefit to the community.

Regional Significance

Through development of the study the county and local jurisdiction partners will develop a conceptual arterial and major collector network for future growth areas. From a regional significance perspective, arterial routes, and major collectors to a lesser extent, will support longer distance travel within and through Sarpy County. In supporting this longer distance travel, the future arterial routes will provide support and complement the capacity and access provided by current arterials such as I-80, US 75, Hwy 370, US 6, Hwy 50.

A key product of the study is also development of a process for establishing the arterial and major collector networks that could be employed by other jurisdictions in the metro. Thus, providing enhanced uniformity in the process of developing and allowing changes to these regional corridors.

Partners

None

2.01 Equal Employment Opportunity - The MAPA Equal Employment Opportunity Policy Statement is as follows:

It is hereby reaffirmed by the Council of Officials of the Omaha-Council Bluffs Metropolitan Area Planning Agency (hereinafter referred to as MAPA) that MAPA will provide equal opportunity in all aspects of its operations including, but not limited to, employment, contractual assignments and programs to all persons regardless of age, political affiliation, ~~belief,~~ race, ~~creed,~~ color, religion, gender, sexual orientation, gender identity, marital status, national origin, non-job related physical or mental disability, or veteran status. ~~MAPA complies with applicable state and local laws governing nondiscrimination in employment in every location in which the agency has members. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, transfer, leaves of absence, compensation and training. or sex. Equal Opportunity is not an end in and of itself. The ensuring of equal opportunity is an inherent responsibility of every manager and supervisor. In order to achieve the objective of equal opportunity, the Council of Officials mandates that the Board of Directors or its designee, shall develop, adopt and implement an affirmative action plan. The affirmative action plan shall embody provisions which will assure MAPA compliance with Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Title VI of the Civil Rights Act of 1964; Federal Executive Order 11246, as amended by Federal Executive Order 11375; Federal Executive Order 11141; Equal Pay Act of 1963; Age Discrimination in Employment Act of 1967; Rehabilitation Act of 1973; Nebraska Fair Employment Practices Act of 1969, as amended; Nebraska Equal Pay Act of 1969; Nebraska Discrimination in Employment Because of Age Act of 1963, as amended; Iowa Civil Rights Act of 1965, as amended and all other federal, state and local laws which pertain to equal opportunity.~~

~~The latest amended Affirmative Action Plan for Equal Opportunity as adopted by the MAPA Board of Directors is by reference included herein and made a part of the Personnel Policy and Procedures Manual.~~

MAPA expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity, marital status, national origin, age, disability, or veteran status. Improper interference with the ability of MAPA's employees to perform their job duties may result in discipline up to and including discharge.



Conflict of Interest Disclosure Form for MAPA Board Members/Employees

As MAPA’s Board Member / Employee for the projects listed in the Unified Planning Work Program (UPWP) and Agency Budget, I have:

1. Reviewed the Conflict of Interest Guidance Document found on the NDOR website (attached); and
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36 and Neb. Rev. Stat. §§ 49-1401 to 1444 and 49-1493 to 14,104, and in particular, 49-14,101 to 14,103.07; and
3. Reviewed the reverse side of this form, “How Do I Determine Whether I Have a Conflict of Interest?”

And, to the best of my knowledge, determined that, for myself, any official, employee or agent of MAPA, including family members and personal interests of the above persons, involved with consultant procurement and management of the projects there are:

No real or potential conflicts of interest

If no conflicts have been identified, complete and sign this form and submit to MAPA

Real conflicts of interest or the potential for conflicts of interest

If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, including the information requested on the reverse side of this form for the type of conflict being reported, and provide a detailed description of MAPA’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to MAPA.

Print Name:

Title:

Signature

Date



Omaha - Council Bluffs
Metropolitan Area
Planning Agency

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402-951-6517 F

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mapa@mapacog.org

Citizenship Award Recipients

2007	Kathleen Kelley
2008	Linda Middleton
2009	Nebraska State Senator Tim Gay
2010	Larry Winum
2011	Gayle Malmquist
2012	Daniel Lawse
2013	Tim Todd
2014	Paul Mullen
2015	Dana Bradford
2016	Ron Kohn

Service Award Recipients

2007	Florence Futures
2008	City of Blair
2009	Neighborhood Center
2010	Omaha By Design
2011	City of Council Bluffs
2012	Iowa Department of Transportation
2013	Greater Omaha Economic Develop Partnership
2014	United Cities of Sarpy County
2015	Nebraska Enterprise Fund
2016	City of Omaha Planning Department